Request for Proposal (RFP) for
Procurement of Expected Credit Loss (ECL) Estimation Tool under Indian Accounting Standards for IDBI Bank

Ref. No: IDBI/RMD/RFP/2018-19/036
Date: January 21, 2019

IDBI Bank Limited,
IDBI Tower, WTC, 20th Floor,
Cuffe Parade, Mumbai 400005
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<td>Date of issue</td>
<td>21-01-2019</td>
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<td>Date</td>
<td>25-01-2019</td>
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<td>Time</td>
<td>18:00 hrs.</td>
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<td>Schedule of pre-bid meeting</td>
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<tr>
<td>Date</td>
<td>28-01-2019</td>
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<td>Time</td>
<td>03:30 hrs.</td>
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<td>Schedule for Submission of Technical Bid</td>
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<td>Date</td>
<td>11-02-2019</td>
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<tr>
<td>Time</td>
<td>16:00 hrs.</td>
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<td>Schedule for Opening of Technical Bids</td>
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<td>Date</td>
<td>11-02-2019</td>
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<td>Time</td>
<td>16:30 hrs.</td>
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<tr>
<td>Cost of the Bid Document</td>
<td><strong>Rs. 2,000/- +18% GST (Rupees Two Thousand +18% GST Only)</strong> in the form of Demand Draft / Bankers Cheque from a Scheduled Bank in favor of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>A Bid Security of <strong>Rs.1,00,00,000/- (Rupees One lakh Only)</strong> by way of demand draft or pay order in favour of “IDBI Bank Limited” payable at Mumbai only, to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Address for communication / Pre– bid Meeting / Submission &amp; Opening of Bids</td>
<td><strong>IDBI Bank Limited</strong>, IDBI Building, Ground Floor, Plot No. 39/40/41, Sector11, CBD Belapur, Navi Mumbai 400614, Maharashtra Tel.22–39148352, Email- <a href="mailto:shailendra.govalkar@idbiintech.com">shailendra.govalkar@idbiintech.com</a></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Orlaine Pereira- 022-66552949 <a href="mailto:orlaine.pereira@idbi.co.in">orlaine.pereira@idbi.co.in</a></td>
</tr>
<tr>
<td></td>
<td>Bhakti Ullal – 022-66552694 <a href="mailto:bs.ullal@idbi.co.in">bs.ullal@idbi.co.in</a></td>
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<tr>
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<td>Laxman Karwa – 022-66552099 <a href="mailto:laxman.karwa@idbi.co.in">laxman.karwa@idbi.co.in</a></td>
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<tr>
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<td>Raj K. Singh - 022-66194282 <a href="mailto:raj.singh@idbi.co.in">raj.singh@idbi.co.in</a></td>
</tr>
<tr>
<td>Contact person for Technical Queries</td>
<td>Sushil Kumar, DGM, ITD - 022-66194285</td>
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**Note:**
1. This tender document is the property of the Bank & is not transferable.
2. This bid document has 98 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule.
Abbreviations
The long form of some abbreviations commonly used in the document is given below:

<table>
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<th>Abbreviations</th>
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<td>AMC</td>
<td>Annual Maintenance Contract</td>
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<tr>
<td>CCF</td>
<td>Credit Conversion Factor</td>
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<td>DPD</td>
<td>Days Past Due</td>
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<td>EAD</td>
<td>Exposure at Default</td>
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<td>ECL</td>
<td>Expected Credit Loss</td>
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<td>EDW</td>
<td>Enterprise Data Warehouse</td>
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<td>EIR</td>
<td>Effective Interest Rate</td>
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<tr>
<td>ETL</td>
<td>Extract Transform Load</td>
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<tr>
<td>FVOCI</td>
<td>Fair Value through Other Comprehensive Income</td>
</tr>
<tr>
<td>FVTPL</td>
<td>Fair value through Profit and Loss account</td>
</tr>
<tr>
<td>ICAI</td>
<td>Institute of Chartered Accountant of India</td>
</tr>
<tr>
<td>IFRS</td>
<td>International Financial Reporting Standard</td>
</tr>
<tr>
<td>Ind AS</td>
<td>Indian Accounting Standard</td>
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<tr>
<td>LGD</td>
<td>Loss Given Default</td>
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<td>NPA</td>
<td>Non-Performing Asset</td>
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<tr>
<td>PD</td>
<td>Probability of Default</td>
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<td>RWA</td>
<td>Risk Weighted Assets</td>
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<td>SICR</td>
<td>Significant Increase in Credit Risk</td>
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<td>SMA</td>
<td>Special Mention Accounts</td>
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<tr>
<td>SPPI</td>
<td>Solely for the purpose of Principal and Interest</td>
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<td>UAT</td>
<td>User Acceptance Test</td>
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DISCLAIMER

The information contained in this Request for Proposal ("RFP / Bid Document") or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited ("IDBI Bank /IDBI/Bank"), is provided to the bidder(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 neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids ("Bidders") with information to assist them in formulation of their proposals ("Bids"). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Bank.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding an all the parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website for any changes / development in relation to this RFP. Prospective bidders shall regularly visit Bank’s website, www.idbi.com for any changes / development in relation to this RFP.
SECTION - 1

1. Objectives of the RFP

The purpose of this RFP is to invite proposal from eligible entities of repute for procurement of the software (Tool) for estimation of Expected Credit Loss under Indian Accounting Standards as per the functional and technical requirements laid out in Scope of Work in this RFP.

2. Bid Security/Earnest Money Deposit (EMD)

2.1. The Bidder shall furnish as a part of its Bid, a Bid Security of Rs.1,00,000/- (Rupees One lakh Only) by way of demand draft or bankers cheque or pay order in favor of ‘IDBI Bank Limited’ payable at Mumbai. This Bid Security must accompany the technical bid.

2.2. The EMD is required to protect the Bank against the risk of Bidder’s conduct, which would warrant the EMD’s forfeiture.

2.3. The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft / Pay Order / issued by a Scheduled Commercial Bank in India, drawn in favour of IDBI BANK LIMITED payable at MUMBAI.

2.4. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

2.5. The Bid Security/EMD shall be forfeited:

   (i) if a Bidder withdraws his bid during the bid validity period; or

   (ii) EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

   (iii) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

   (iv) If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents; or

   (v) In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.

   (vi) If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
2.6. The Bid Security shall not bear any interest.

2.7. The Bid Security of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.

2.8. The Bid Security of Successful Bidder will be refunded on execution of all legal documents including the submission of the Performance Bank.

2.9. The Unsuccessful/Successful Bidders have to submit the duly signed EMD Refund letter at the time of submission of bids. Refer EMD Refund format mentioned in the RFP.

2.10. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

3. Due Diligence

3.1. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder’s own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

4. Cost of RFP/Bid Document and expenses incurred while bidding

4.1. The cost of RFP / Bid document is Rs.2,000/- + 18% GST (Rupees Two Thousand +18% GST Only) ("Cost"). The prospective Bidder is required to pay the Cost in the form of a demand draft or banker’s cheque or pay order from any scheduled commercial bank in favor of ‘IDBI Bank Limited’, payable at Mumbai, at the time of purchasing the RFP/Bid Document. Only the authorized representatives of the bidders (maximum 2 persons) will be allowed to attend the Pre-Bid meeting. In case, the RFP/Bid Document is downloaded from IDBI Bank’s website www.idbi.com, the Cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.

4.2. The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

5. Bidding in consortium

5.1. Bids received from a consortium of bidders will be summarily rejected. Bidding in consortium is not allowed for this procurement.
6. Eligibility Criteria

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</tr>
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<tbody>
<tr>
<td>1</td>
<td>Bidder must be a Government Organization / PSU / PSE / LLP or Private / Public limited company in India at least for the last 3 years as on 31/03/2018</td>
<td>Registration / Incorporation certificate issued by the Registrar of Companies for Public Limited / Private Limited Companies (supporting MoA &amp; AoA/ LLP Agreement to be submitted) as the case maybe.</td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have Annual Turnover of at least Rs. 5 crore in each of the three financial year’s viz. FY 2015-16, FY 2016-17 and 2017-18.</td>
<td>Certified letter from the CA. The CA certificate in this regard should be without any riders or qualification along with Audited Balance sheet, P&amp;L account details.</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should have positive net worth in the latest financial year i.e. 2017-18.</td>
<td>Bidder / OEM has to Submit Purchase Order / Work Order / Agreement copy of engagement from client as Supporting document for this.</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have engaged in - Ind AS/IFRS implementation exercise or - Supplied software/tool for Ind AS/IFRS at least in any one Commercial Bank/NBFCs in India/Overseas during last three years.</td>
<td>The bidder on their company’s letter head shall provide an undertaking to this effect.</td>
</tr>
<tr>
<td>5</td>
<td>The bidder/OEM should not have been blacklisted by Government, any govt. department, PSU or PSB during the last four years.</td>
<td>The bidder on their company’s letter head shall provide an undertaking to this effect.</td>
</tr>
<tr>
<td>6</td>
<td>The Bidder / Vendor firm should not be owned or controlled by any director or employee (or their relative) of IDBI Bank Limited.</td>
<td>Self – declaration of the Vendor / Bidder to be submitted.</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder may be an OEM (Original Equipment Manufacturer)/IPR (Intellectual Property Rights) owner or authorized partner of the same</td>
<td>Undertaking from OEM/IPR owner to be submitted as per format. (MAL from OEM in favour of Bidder must be provided on their letter head)</td>
</tr>
</tbody>
</table>

All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. **Non-compliance of any of the criteria can entail rejection of the offer. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently.** Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. **Any deliberate misrepresentation will entail rejection of the offer ab-initio.**

7. Guidelines for Bidders / GENERAL INSTRUCTION

7.1. The Bid consists of two parts namely, a Technical Bid and an Commercial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Commercial Bid".

7.2. All the Bids, duly addressed to Deputy General Manager, Risk Management Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified must be submitted in person to the IDBI representative on or before the due date and at the address specified in the Document Control sheet.
7.3. The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.

7.4. Bank reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

7.5. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

7.6. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

7.7. Modification to the Bid Document, if any, will be made available as an addendum on the Bank’s website and / or emailed to the prospective Bidders.

7.8. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders’ queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank’s website to get themselves updated on changes / development in relation to this RFP.

7.9. The Bid Documents may be downloaded from our website www.idbi.com and submitted at the address mentioned in the Document Control sheet.

7.10. If a holiday is declared on any of the dates mentioned above, the Bids shall be received / opened on the next working day at the same timings specified above.

7.11. The Bidder should confirm in writing its obligation to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price as the obsolete model.

7.12. In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to the Bank.

7.13. Successful Bidder would sign along with the Contract form and other forms contained in the Bid Document without any modifications with IDBI Bank at Mumbai only, to protect any shared sensitive information / data.

7.14. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses.

7.15. To complete the work at the site within stipulated timeframe, Bidder’s employees / contracted workmen may have to visit the site multiple times, at no extra cost to the Bank.
7.16. Quotations contained in the Bids shall remain valid for a period of 90 (ninety) days from the date of submission of the Bid in response to the RFP.

7.17. Prices quoted should be EXCLUSIVE of GST.

7.18. Applicable taxes would be deducted at source, if any, as per prevailing rates.

7.19. The price (“Bid Price”) quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.

7.20. The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.

7.21. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.

7.22. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.

7.23. The Bank’s decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.

7.24. The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

7.25. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses. No charges shall be levied during handover period.

7.26. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by the Bank and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by the Bank.

7.27. Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.

7.28. The Bids will be evaluated both on the Technical and Commercial merits and the Bank’s decision in this regard shall be binding, final and conclusive.

8. Payment Terms

8.1. No advance payment will be provided at the time of awarding the contract.
8.2. Payment will be made on the following basis for the cost of the tool:

<table>
<thead>
<tr>
<th>Sr. no</th>
<th>Milestone</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On delivery of product (Installation), submission of all documents including Performance Bank Guarantee</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Configuration and Customization of ECL tool as per Bank’s requirement for UAT/development</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>On UAT sign off</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Go live</td>
<td>30%</td>
</tr>
<tr>
<td>5</td>
<td>After 6 months of Successful Go live and Go Live DR Site.</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

The AMC period will start post completion of warranty period of 1 year and accordingly payment for AMC will be due on beginning of AMC period.

8.3. The payment processing is done centrally at Mumbai. The Bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 30 days from respective month end upon submission of all required documents.

8.4. Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.

8.5. Vendor has to submit the performance Bank Guarantee (in the manner and form as provided in the RFP) for 10% of total contract value upfront at the time of signing of the contract.

8.6. In case of revision in price for deficiency of service, or non-compliance of conditions, the vendor shall issue a credit note for such reduced value. If credit note is not provided, GST on penalty amount shall be appropriated from the net settlement being made to the vendors.

8.7. For settlement of payments, successful vendor preferably open savings/current account with IDBI Bank/branch.

8.8. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.

8.8.1. All the payments to the Successful Bidder shall be subject to the performance/delivery of the Services to the satisfaction of IDBI Bank for this purpose.

8.8.2. Penalties / liquidated damages, if any, shall be deducted from the invoice value.

8.8.3. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, duties, fines and penalties (including without, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.
8.8.4. In case of revision in price for deficiency of service, or non-compliance of conditions, the vendor shall issue a credit note for such reduced value. If credit note is not provided, GST on penalty amount shall be appropriated from the net settlement being made to the vendors.

8.9. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s):

8.9.1. Under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;

8.9.2. IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

8.9.3. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.

8.9.4. Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

8.9.5. It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank’s obligations for payment under the Agreement.

9. Delivery time for ECL Estimation Tool and Location

9.1. The application has to go live within 3 months from issuance of work order. The Bank reserves the right to extend further after evaluating the value addition at the end of the Project.

9.2. The delivery will be at DC- Belapur & DR – Chennai.

10. Warranty & AMC

Warranty period for tool for ECL estimation is 1 Year from date of Go-Live of ECL Estimation tool under IND As and after completion of 1 year warranty period, the AMC will be for 2 Years.
SECTION – 2

1. Procedure for Submission of Bids - General

1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.

1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared “Late”. No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

1.7. The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.

1.8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

1.9. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.
1.10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

1.11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.12. The Bidder cannot quote for the project in parts.

1.13. Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.14. The Technical Bid shall contain no financial/commercial details. However a blank copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column of the Price Bid Form blanked out. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.15. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.16. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

1.17. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

1.18. The Bidder shall submit Only One Original set of the Bid.

1.19. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.20. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.20.1. Each page should be stamped and initialed by authorized signatory.

1.20.2. The Bidders shall seal and mark the Bid accordingly.
1.20.3. All the envelopes must be super-scribed with the following information:

   (i) Type of bid (Technical or Commercial)
   
   (ii) Reference Number (IDBI – RFP – ..........)
   
   (iii) Due Date
   
   (iv) Name of Bidder
   
   (v) Name of the Authorized Person/Mobile Number of the bidding entity.

1.21. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.

1.22. One sealed Technical Bid superscribed as “Technical Bid for “ECL Estimation tool under IND As” & One sealed Commercial Bid superscribed as “ Commercial Bid for ECL Estimation tool under IND As” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.

1.23. **ENVELOPE-I (Technical Bid)**: The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.

1.24. **ENVELOPE-II (Commercial Bid)**: The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The Commercial Bid should be submitted in the specified format only. The prices quoted in the Commercial Bid should be without any conditions.

1.25. Please note that if any single envelope is found to contain both Technical and Commercial Bid together, then that offer will be rejected outright.

1.26. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid’s misplacement or premature opening.

### 2. Clarification of Bid Document

2.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in the format provided in Annexure-III at the mailing address indicated earlier. Bank will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in Document Control Sheet. Bank’s response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank’s website, only.

2.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit Bank’s website to get themselves updated on any changes / development in relation to this RFP.
3. Language of Bids

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

4. Bid prices

4.1. The Bidder shall indicate the unit prices and total Bid Prices of the equipment/Solutions / products and services, it proposes to provide under the Contract.

4.2. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.

4.3. The prices quoted will be exclusive of GST. The total price quoted must be inclusive of cost of supply and providing services during the service period.

4.4. The price quoted should be in INR only and should include warranty for the entire period excluding taxes.

4.5. Cost for each item should be quoted in INR with breakup.

4.6. The Price quoted by the Bidder / Vendor cannot be altered or changed due to any reason.

4.7. The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and the prices written in figures, the prices written in words shall be considered to be correct.

5. Firm prices

5.1. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6. Bidder Qualification

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

6.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.
6.3. The Bidder shall sign the bid with the exact name of the firm/company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder’s organization. Each bid shall be signed by a duly authorized officer.

6.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

6.5. The power of attorney or letter of authorization, board resolution, or any other document as the case maybe consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory’s authority to sign the Bid documents.

7. Period of Validity of Bids

7.1. Bids should be valid for 90 (Ninety) days from the last date for submission of bids. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

7.2. In exceptional circumstances, Bank may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

8. Format and Signing of Bid

8.1. The Bidder shall submit only one original set of the Bid.

8.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.

8.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

8.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the Annexure -IV at the end of this RFP.

8.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

8.6. Each page should be stamped and initialed by authorized signatory.

8.7. The Bidders shall seal and mark the Bid accordingly.

8.8. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid’s misplacement or premature opening.
9. Last date for receipt of bids

9.1. Bids will be received by Bank on or before the date / time and at the address specified in the Document Control Sheet.

9.2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time on the immediate next working day.

10. Late Bids

10.1. Any bid received by Bank after the last date and scheduled time for receipt of bids prescribed by Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

11. Modification and Withdrawal of Bids

11.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of Bids and subsequently the Bank agrees to such request.

11.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.

11.3. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

11.4. No Bid may be modified subsequent to the last date for receipt of Bids.

11.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security.

12. Address for Correspondence

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

13. Clarifications

13.1. When deemed necessary, Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.
14. Contacting bank

14.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

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

15. Evaluation and comparison of Bids

15.1. Preliminary check

i. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

ii. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetic errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

iii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

iv. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

v. Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

vi. Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

vii. Bank reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
15.2. TECHNICAL BID EVALUATION

i. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the commercial bids would be evaluated.

ii. The technical bid of only eligible bidders as per eligibility criteria in Annexure II would be evaluated. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the technical evaluation matrix and the terms and conditions of the RFP. The bidder has to give presentation as part of technical evaluation process. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the Bank, the capability of the tool to support all the requirement of the Bank.

iii. The Bidders scoring a minimum of 70 marks based on the detailed evaluation in Technical Proposal Evaluation would be qualified and short listed for next Phase – Techno-Commercial Bid. In case no. of bidders who scores 70 and above, is less than three then the top two bidders will be considered for the further evaluation (subject to a minimum score of 50). In case of bidders not scoring the minimum score, IDBI Bank, at its sole discretion, may scrap the RFP.

Technical Evaluation Matrix (100 marks weightage)

The marks for the technical evaluation will be calculated as per the following table;

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evaluation Parameter</th>
<th>Maximum marks</th>
<th>Support document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credentials</td>
<td>Engagement in implementation/under implementation of the proposed solution in Scheduled Commercial Banks/NBFCs in India/Overseas.</td>
<td>10</td>
<td>The bidder has to submit Purchase order/contract copy/letter from client for satisfactory performance of the solution.</td>
</tr>
<tr>
<td>Technical capability</td>
<td>Workflow design and Front end (interface) design experience</td>
<td>10</td>
<td>Client acknowledgement on past project experience details of workflow design. Demo/screenshot of previously developed interface.</td>
</tr>
<tr>
<td>Location</td>
<td>Should have offices in India and dedicated team members who can be available during office hours at banks premises in Mumbai during the development period.</td>
<td>5</td>
<td>Proof of current working location and available bandwidth to support the project</td>
</tr>
<tr>
<td>Resources and Skill sets</td>
<td>Professional qualification, experience, domain knowledge of the key staff proposed for the assignment, in the area of IFRS/Ind AS in Banking and/or financial services.</td>
<td>15</td>
<td>Professional staff having CA qualification or having completed certificate course on Ind AS from ICAI – 5 Marks Professional staff having certification in the area of Risk Management from reputed institutions such as IIBF/GARP/NIBM/ISACA/ICAI - 5 Marks Professional staff having certificate in Information Technology - 5 Marks</td>
</tr>
<tr>
<td>Functionalities in the ECL tool</td>
<td>Functionalities incorporated in the ECL tool with regard to ECL estimation other than mandatory functionalities</td>
<td>25</td>
<td>Tool with functionalities as mentioned in the functional requirement (Other than mandatory) – 1 Mark for each additional functionality provided in the tool (Maximum 25 marks)</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Approach &amp; technical proposal</td>
<td>Presentation covering the proposed implementation plan</td>
<td>35</td>
<td>Shall be evaluated by the committee identified for the purpose.</td>
</tr>
</tbody>
</table>

Based on technical evaluation criteria, each bidder will be given certain marks. The bidder shall submit technical and functional requirement compliance as per scope of work. Only those bidder scoring 70% (70 marks out of 100) or above in technical evaluation will be shortlisted for commercial evaluation.

15.3. COMMERCIAL EVALUATION

i. The commercial bid of only technically qualified bidders will be opened and evaluated by the bank.

ii. The evaluation of the Commercial Bids/Offers will be done on the total cost of ownership as mentioned in Commercial Bid. The Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.

15.4. FINAL EVALUATION

(i) The evaluation of the response to this RFP will be done on a 70-30 Techno-commercial Evaluation Method.

(ii) A comprehensive “Score (S)” will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercials and 70% for technical. The Bidder with the highest score will be declared successful. However, IDBI Bank, at its sole discretion, may award the Contract to next highest scorer or any other Bidder, which shall not be questioned by any of the Bidder.

Computation Methodology for arriving at “Successful Quote”:

A Score (S) will be calculated for all qualified bidders using the following formula:

\[
\text{Commercial score (CS)} = \frac{C_{\text{low}} \times 30}{C} \\
\text{Technical score (TS)} = \frac{T \times 70}{100} \\
\text{Final score (S)} = \text{CS} + \text{TS}
\]
Clow - The lowest commercial bid.
C - Commercial quote of the bidder.
T - The marks obtained by the bidder out of 100 marks as per the technical evaluation.

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Bidder</th>
<th>Technical Score - (T)</th>
<th>Commercial Quote in Rs. (C)</th>
<th>CS = (Clow / C)*30</th>
<th>TS = T *.70</th>
<th>Score(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder 1</td>
<td>65</td>
<td>Not eligible for the commercial evaluation process.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidder 2</td>
<td>95</td>
<td>120/-</td>
<td>25</td>
<td>66.5</td>
<td>91.5</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder 3</td>
<td>95</td>
<td>100/-</td>
<td>30</td>
<td>66.5</td>
<td>96.5</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder 4</td>
<td>75</td>
<td>130/-</td>
<td>23.07</td>
<td>52.5</td>
<td>75.57</td>
</tr>
<tr>
<td>5.</td>
<td>Bidder 5</td>
<td>75</td>
<td>100/-</td>
<td>30</td>
<td>52.5</td>
<td>82.5</td>
</tr>
</tbody>
</table>

In the above example, Bidder 3, with the highest score becomes the successful TC1 bidder.

Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

(iii) IDBI Bank’s decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

(iv) Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

(v) Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

16. Post Qualification

16.1. Bank will determine to its satisfaction whether the Bidder selected (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

16.2. This determination will take into account the Bidder’s financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

16.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; Bank will proceed to the next best-evaluated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
17. Bank's Right to Accept Any Bid and to Reject Any or All Bids

17.1. Bank reserves the right to accept / reject any bid and/or to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

18. Acceptance of Bid

18.1. Prior to the expiration of the period of Bid validity, Bank will notify the Successful Bidder in writing, that its bid has been accepted.

19. Signing of Contract

19.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents without any modification in the formats prescribed in the RFP or language of the draft documents.

19.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form, Deed of Indemnity/warranty and other applicable documents as per section 5.

19.3. The Contract form and all other documents would be signed at Mumbai only within 15 days of receipt of notification of award of contract.

19.4. Payment of stamp duty would be as per applicable laws in the State of Maharashtra.

19.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

19.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

20. Performance Security in the form of Bank Guarantee

20.1. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format in Section-5.

20.2. The value of the Performance Bank Guarantee will be 10 % of the total contract value.

20.3. The performance bank guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.
20.4. The Performance Bank Guarantee (PBG) should be valid for a period of 15 months (1 Year contract period + 3 months claim period) from the date of issue of PBG.

20.5. The PBG for AMC period to be submitted by the Successful vendor 1 month before the expiry of contract period PBG. The AMC PBG should be valid for 27 months (includes 24 months AMC + 3 months Claim Period)

20.6. The PBG will have to be renewed /resubmitted with fresh validity and claim period in case of extension of the contract.

20.7. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Vendor's failure to complete its obligations under and in accordance with the RFP/Contract.

20.8. Penalties, if any will be recovered from the payments In case Performance Guarantee amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.

20.9. Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

20.10. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

21. Discharge of Bid Security

21.1. EMD of the successful bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the performance guarantee / security to the satisfaction of Bank.

21.2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (thirty) days after the conclusion of the Contract.

21.3. All the bidders are required to submit the EMD refund request in the format given in the RFP.
SECTION – 3

1. Definitions

1.1. In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1.2. “The Contract” means the agreement entered into between IDBI Bank and the Successful Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, installation, commissioning and operationalization ECL Estimation tool under IND As for IDBI Bank as inclusively stated under sections Service Level Expectations, Specifications of Systems & Solutions and Scope of work (Section 4 and Section 5).

1.3. “Successful Bidder” or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

1.4. “Purchaser” means IDBI Bank Limited including its successors and assigns.

1.5. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

1.6. “Service(s)” means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

1.7. “Service Period” means the period of 3 years (1 Yr. Contract period + 2 Yr. AMC period) commencing from the commissioning of the Product / Service /solution.

1.8. "System" or “Equipment” or “solution” means and software, etc., required for operationalising the proposed solution and to provide the Services as mentioned in the RFP.

1.9. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

1.10. “Acceptance of Bid” means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

1.11. “Business Day” means any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).

1.12. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, 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 Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

1.13. “Commissioning” means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all software is executed to the satisfaction of the Purchaser.

1.14. “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.15. “Effective Date” means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

1.16. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.17. “Parties” means the Purchaser and the Bidder and “Party” means either of the Parties.

1.18. “Site” means the place where the product / service / solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. Interpretation

In this Contract unless a contrary intention is evident:

2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract;

2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

2.4. A word in the singular includes the plural and a word in the plural includes the singular;

2.5. A word importing a gender includes any other gender;

2.6. A reference to a person includes a partnership and a body corporate;

2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.

2.10. The words & expression not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. Conditions precedent

3.1. This Contract is subject to the fulfillment of the following conditions precedent by the Bidder

i. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section II, as per the format given in Section 5.

ii. Execution of a Deed of Indemnity as per format given in Section 5.

iii. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

iv. Furnishing certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.

v. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

4. Standard of performance

4.1. The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

5. Use of Contract Documents and Information

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with IDBI Bank as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-5. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without IDBI Bank 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 Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
5.2. The Bidder shall not, without IDBI Bank prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder’s performance under and in accordance with the Contract, if so required by IDBI Bank.

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in Section-5.

6. Indemnity

6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the IDBI Bank in a form and manner, as given in Section-5, indemnifying the IDBI Bank its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

6.2. The provisions under this clause shall survive the termination of the Contract.


7.1. IDBI Bank shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the IDBI Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the IDBI Bank.

7.2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the IDBI Bank, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the IDBI Bank.

7.3. The Bidder shall ensure that while it uses any software, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall
keep the IDBI Bank indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

8. Inspection and Quality Control Tests

8.1. IDBI Bank has right to inspect, test and where necessary, reject the goods after the goods’ arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by IDBI Bank or its representative prior to the goods’ shipment from the place of origin.

8.2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

8.3. IDBI Bank has the right to inspect and test the goods at Bidder plant at any time during the contract period.

9. Manuals

9.1. The Bidder must along with the equipment/Solution, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

9.2. Unless and otherwise agreed, the equipment/Solution(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

9.3. System manuals should include the specifications of the various equipment/Solution’s supplied.

10. Acceptance Certificates

10.1. On successful completion of acceptability test, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate is given, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

11. Delivery, installation and implementation and Documents
11.1. Delivery of the equipment/Solution and implementation and Go Live shall be made by the Bidder within 3 months at DC- Belapur & DR – Chennai from date of Purchase Order (PO). The details of Documents including other documents to be furnished by the Bidder are specified hereunder:

i. 3 (Three) copies of Bidder’s invoice showing contract number, Services description, quantity, unit price and total amount. Prior to preparing invoice copy and delivery challan before delivering the equipment/Solutions, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment/Solution address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipment/Solutions are delivered at the correct location & end user. If the equipment/Solutions are delivered at a location different from the location they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder to arrange delivery of the equipment/Solutions at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/Solution/s.

ii. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment/Solution from the concerned location.

iii. Bidder’s warranty certificate.

iv. Inspection certificate issued by the nominated inspection agency, if any

v. Other documents which the Purchaser may specify to the Bidder.

11.2. The above documents shall be received by Purchaser before arrival of equipment/Solution (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

12. Incidental Services

12.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

i. Performance of on-site commissioning of the System;

ii. Furnishing of services required for maintenance of the rendered Systems.

iii. Furnishing manuals for each appropriate unit of the rendered Systems.

iv. Maintenance of the rendered equipment/Solution for the “Contract Period”, provided that this equipment/Solution shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and

v. Any other related services as the Purchaser may require and deem fit.

13. Warranty
13.1. The Bidder further represents and warrants that all equipment/Solution delivered rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.

13.2. The minimum warranty period shall be the period of 12 months i.e. One Year (1) from date of Go-Live of ECL Estimation tool under IND As.


14.1. For all the payments to be made against bank guarantee, the same shall be issued by a Scheduled Commercial Bank (other than IDBI Bank) as acceptable to Purchaser and forwarded directly to the Purchaser by the issuing Bank.

15. Change Orders/Alteration/Variations

15.1. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment/Solution and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser’s notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

15.2. Purchaser may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

   i. Functional specification

   ii. The Services to be provided by the Bidder

15.3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance 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 as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.
15.4. change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

15.5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

15.6. Any change order shall be duly approved by the Purchaser (including any modification/change in the Contract Price) in writing.

15.7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

16. Contract Amendments

16.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws/regulations including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

17. Delays in the Bidder’s Performance

17.1. Delivery of the equipment/Solution & commissioning shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by the Bank. Time is of the essence of Contract.

17.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery of the equipment/Solution and its installation, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder’s notice, the Bank shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder’s time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

17.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.

17.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

   i. Forfeiture of its performance guarantee

   ii. Termination of the Contract for default
18. Liquidated Damages

18.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays/or defaults/deficiency of services in delivery/installation/replacement/repair of any or all of the equipment/Solutions mentioned in the Purchase order (PO), IDBI Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract, law or equity deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (Ten percent) of the P.O. value. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.

18.2. If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract/services, the IDBI Bank may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

18.3. The IDBI Bank may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser’s right to claim such amount against Bidder’s performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

18.4. IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

19. Dispute Resolution

19.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

   i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

   ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. ___________ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

19.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of
either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

19.3. The Successful Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

19.4. The provision under this section survives the contract.

20. Addresses for Notices

20.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

   (i) If delivered by hand and received by an authorized employee or officer of the Party,

   (ii) Upon receipt of confirmation receipt when sent by facsimile; or

   (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;

   (iv) When sent by electronic mail. All notices and other communication shall be addressed as follows:

<table>
<thead>
<tr>
<th>In the case of Purchaser</th>
<th>IDBI Bank Limited</th>
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<tbody>
<tr>
<td></td>
<td>IDBI Building, IDBI Tower,</td>
</tr>
<tr>
<td></td>
<td>Cuffe Parade, Mumbai – 400 005, Maharashtra</td>
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<tr>
<td></td>
<td>Attn: DGM-ITD</td>
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<table>
<thead>
<tr>
<th>In the case of Bidder</th>
<th>&lt;...... company name &amp; Address ...... &gt;</th>
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<td>Tel: +91- ..........................Fax: +91-.........................</td>
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<td>Email:................................</td>
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</table>

20.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

21. Taxes and Duties

21.1. Bidder will be entirely responsible for all other taxes (excluding GST), duties, levies, costs, charges, license fees, road permits etc., in connection with delivery of equipment/Solution at site including incidental services and commissioning.
21.2. Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes in the Contract price.

21.3. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, IDBI Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by IDBI 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 on income and profits made by the Bidder in respect of this Contract.

21.4. The Bidder’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

21.5. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder’s, sub-Bidder’s and Bidder’s personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

21.6. The Bidder agrees that he shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

21.7. The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.

21.8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

22. Successful Bidder’s Integrity

22.1. The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
23. Successful Bidder’s Obligations

23.1. The Successful Bidder is obliged to work closely with Purchaser’s staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

23.2. The Successful Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in Section-4) to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ sites/hardware/software.

23.3. In addition to the aforementioned, the Bidder shall perform the Services at various locations specified by the Purchaser and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, LAN setup, service delivery mechanism by qualified personnel and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.

23.4. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

24. Patent Rights

24.1. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Services/Systems or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Purchaser is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Purchaser will give notice to the Bidder of such claim, if it is made, without delay..

25. Survival

25.1. Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

25.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or
termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

26. No Agency

26.1. The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agent relationship in this regard.

27. No Set-off, counter-claim and cross claims.

27.1. In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

28. Adherence to safety procedures, rules regulations and restriction

28.1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

28.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

28.3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

28.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

29. Statutory Requirements

29.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

29.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.
29.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

29.4. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

30. Purchaser’s Right of Inspection and Periodic Audit

30.1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

30.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

30.3. Purchaser’s right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services’ arrival at the destination shall in no way be limited or waived by reason of the goods/services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods/Services shipment from the place of origin.

30.4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations/liabilities under and in accordance with this Contract.

31. Contract Prices

31.1. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

31.2. Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

32. Information Security

32.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser’s premise without written permission from the Purchaser.
32.2. The Bidder personnel shall follow The Bank’s information security policy and instructions in this behalf.

32.3. Bidder acknowledges that The Bank’s business data and other proprietary information or materials, whether developed by The Bank or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could cause damage to the Purchaser. By reason of Bidder’s duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

32.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by The Bank, whichever is earliest, return any and all information provided to Bidder by The Bank, including any copies or reproductions, both hardcopy and electronic.

32.5. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code.”

32.6. The Bidder shall ensure that the equipment / application / software/Solution being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment/Solution, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.

32.7. The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.

32.8. The bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software/Solution supplied under the RFP shall be compliant with the ISP and CSP at all times.

32.9. The bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.

32.10. The Bidder shall provide the DC/DR support for the application / servers hosted on behalf of the bank and the same to be in line with respect to the RTO and RPO of Bank’s BCP.

32.11. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in Section 5.9.
33. Records of Contract Documents:

33.1. The Bidder shall at all-time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.

33.2. The Bidder shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of Bidder’s offices are deployed in the works, all requirements of the Contract and Bidder’s obligation under the Contract shall apply equally at each office so deployed.

34. Ownership and Retention of Documents

34.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

34.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

35. Data and Hardware

35.1. By virtue of this Contract, the Bidder’s team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder’s team in the course of performing the Services under this Contract.

36. Representations and Warranties

36.1. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

   i. That the selected Bidder has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
ii. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.

iii. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

iv. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

v. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

vi. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

vii. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

viii. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

ix. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

x. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

xi. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies.

xii. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
xiii. That all conditions precedent under the Contract has been complied.

xiv. That neither the execution and delivery by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.

xv. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

xvi. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

xvii. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

xviii. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder’s business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

37. Confidentiality

37.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

i. To maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

ii. To only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
iii. To restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

iv. To treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

37.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

ii. is independently developed by the recipient without breach of this Contract;

iii. information in the public domain as a matter of law;

iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;

v. is released from confidentiality with the written consent of the other party.

37.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

37.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

37.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction 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 rights of the Purchaser in respect of the Systems, Services, and Documents etc.

37.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential
Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

37.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

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38. Term of the Contract

38.1. The term of the Rate Contract shall be for a period of 3 (Three) years (1 year warranty + 2 year AMC) from the date of acceptance of the Purchase Order (PO).

38.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 1 (One) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

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39. Termination

39.1. IDBI Bank may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days’ notice indicating its intention to terminate the Contract under the following circumstances:

i. Where it comes to the IDBI Bank’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.

ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

iii. Termination for Insolvency: IDBI Bank may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the IDBI Bank.

iv. Termination for Default: IDBI Bank may at any time terminate the Contract, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP, provided that such termination will not
prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the
IDBI Bank.

v. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid
Documents, the IDBI Bank at its sole discretion and without prejudice to any other right or remedy
and without assigning any reasons, by written 30 days’ notice sent to the Bidder, may terminate the
Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify
that termination is for Purchaser’s convenience, the extent to which performance of the Bidder under
and in accordance with the Contract is terminated, and the date upon which such termination
becomes effective.

39.2. The payments will be made for all services rendered up to the date the termination becomes effective,
at the contracted terms and prices.

40. **Consequences of Termination**

40.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the
stipulated term of the Contract or otherwise] the IDBI 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 project 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 successor Bidder to take over the obligations of
the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

40.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a
decision not to grant any (further) extension by the IDBI Bank, the Bidder herein shall be obliged to provide all
such assistance to the successor Bidder or any other person as may be required and as the IDBI Bank may specify
including training, where the successor(s) is a representative/personnel of the IDBI Bank to enable the successor
to adequately provide the Services hereunder, even where such assistance is required to be rendered for a
reasonable period that may extend beyond the term/earlier termination hereof.

40.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part
of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is
threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment/Solution procured
which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of
termination, without prejudice any other rights, the IDBI Bank may retain such amounts from the payment due
and payable by the IDBI Bank to the Bidder as may be required to offset any losses caused to the Purchaser as a
result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder
in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down
in the Service Specifications,] the Bidder shall compensate the Purchaser for any such loss, damages or other
costs, incurred by the IDBI Bank. Additionally, the sub Bidder / other members of its team shall continue to
perform all its obligations and responsibilities under this Contract in an identical manner as were being
performed hitherto before in order to execute an effective transition and to maintain business continuity.
40.4. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder’s Bid and this Contract.

40.5. Nothing herein shall restrict the right of the IDBI Bank to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the IDBI Bank under law or otherwise.

40.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

40.7. Termination survives the Contract.

40.8. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

41. Conflict of interest

41.1. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder’s team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

42. Publicity

42.1. The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

43. Relationship between the Parties

43.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

43.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

43.3. IDBI Bank has no obligations to the Bidder’s team except as agreed under the terms of this Contract.

44. No Assignment

44.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the IDBI Bank.

45. Entire Contract
45.1. The terms and conditions laid down in the Bid document and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

46. Governing Law

46.1. This Contract shall be governed in accordance with the laws of India.

47. Jurisdiction of Courts

47.1. The courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

48. “No Claim” Certificate

48.1. The Bidder shall not be entitled to make any claim, whatsoever against the IDBI Bank, under or by virtue of or arising out of, this Contract, nor shall the IDBI Bank entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favor of the Purchaser in such forms as shall be required by the IDBI Bank after the works, Services/Systems are finally accepted.

48.2. In case the Bidder has any other business relationship with the IDBI Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

49. Completion of Contract

49.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

50. Insurance to be taken out by the Bidder

50.1. The Bidder shall:

i. Take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.

ii. At the IDBI Bank request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

50.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

50.3. Third party liability insurance with a sufficient coverage for the period of the Contract.
50.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

50.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

50.6. Insurance against loss of or damage to (i) equipment(s)/Solutions purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

50.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

50.8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

50.9. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation/testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

51. Limitation of Liability:

51.1. Notwithstanding anything contained in the RFP, if the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the contract before completion of the Services, the Bidder shall be liable to pay damages to the Bank.

51.2. Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.

51.3. The limits specified in Sub-Clause (51.2) above shall not apply to :-

51.3.1. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole negligence or misconduct of the Bidder or its employees;

51.3.2. Claims against the Bank resulting from misconduct or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations.

51.3.3. Indemnity provided by the Bidder at section 5 of this RFP.
1. Scope of Work

1.1. The objective of this RFP is to procure an ECL estimation Tool for the Bank to comply with reporting requirements of Ind-AS as per Standards notified by MCA / ICAI and RBI / SEBI / and any other statutory guidelines as and when issued. The vendor will provide an application which will be used by Bank officials to compute ECL on financial assets as per Ind AS 109 requirements, estimate PDs, LGDs & EAD for various product categories, generate regulatory and other analytical reports etc. The vendor will implement the functionalities through the application. The application has to go live within 3 months from issuance of work order.

1.2. The Bidder should essentially comply with the mandatory Technical and Functional requirements laid out in section 5, so as to provide the solution within the scope of this RFP. The bidder has to submit compliance of the technical and functional requirement in the technical bid.

1.3. Testing & Support

1.3.1. The Successful Bidder should comprehensively test all the aspects of the complete system, at different stages in order to ascertain the necessary uptime and speed of the process.

1.3.2. The Successful Bidder shall provide sufficient support (resources and capabilities) for the entire work duration and after the system live.

1.3.3. The Successful Bidder must provide maintenance support for the next 6 months after the rollout. This shall include support for any faults or bugs encountered during this period. The vendor should also give an option to extend this support after 6 months.

1.3.4. The Successful Bidder shall provide new product upgrades/releases for maintenance contract period.

1.4. Others

1.4.1. The solution proposed by the Bidder should be able to migrate to the newer versions of Operating Systems/Data Base Systems/Browsers without any extra cost to the Bank.

1.4.2. The solution should support the Web browsers viz. Internet Explorer 8 & above.

1.4.3. The Bidder shall provide all required services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.

1.4.4. The selected Bidder shall own the responsibility to demonstrate that the services offered are as per the specifications/performance stipulated in this RFP and as committed by the bidder.

1.4.5. On the job training on Application installation, re-installation, configuration, administration and day-to-day support operations to be provided to designated Officers of the Bank.
2. Service level expectation and Penalty

- Vendor will have to guarantee a minimum uptime of 98%, calculated on a monthly basis.
- Any fault/issue/defect failure intimated by Bank through any mode of communication like call/email/fax etc. are to be acted upon, so as to adhere to the service levels. Business/Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Fixing the bugs and carrying out the necessary rectifications wherever necessary and deliver patches/Version changes effected. Provision should be available for version control and restoring the old version in case of need by the Bank is part of AMC/ATS.
- Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades) is a part of AMC/ATS.
- Providing tools for creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, OS, RDBMS etc.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Service Area</th>
<th>Service Level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ECL Tool Maintenance support</td>
<td>Service / Support to be provided through Onsite Visits, Webex session, Telephonic support</td>
<td>Penalty as % will be calculated yearly while Support Payments ((AMC / ATS whichever Applicable) would be made annually max 10% of the invoice value.</td>
</tr>
<tr>
<td>1</td>
<td>&gt;48 hrs</td>
<td>Level 0</td>
<td>2%</td>
</tr>
<tr>
<td>2</td>
<td>&gt;24 hrs</td>
<td>Level 1</td>
<td>2%</td>
</tr>
<tr>
<td>3</td>
<td>&gt;4 hrs</td>
<td>Level 2</td>
<td>2%</td>
</tr>
</tbody>
</table>

Notes:
Level 0: Few Non critical modules not working
Level 1: The part of the application/few critical module not working
Level 2: Show Stopper/Application is fully down
# Response Time shall commence from the time a call is logged.

Any such recovery of Penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/Services or from any other obligations and liabilities under the Contract.

- For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 10.00 AM to 6.00 PM on all weekdays excluding 2nd & 4th Saturdays and holidays)
- Bidder will provide on-site support for addressing Software/application related issues
- The new releases (minor/major), versions, bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
- The Bidders should submit a list of support centre addresses, contact person & the resolution/response matrix for these locations.
• Reports: - Reports of availability, performance, incident of ECL Tool if any, shall be submitted on monthly basis to Bank. Quarterly review shall be conducted for all Service Level requirements.

Support – Terms and Conditions: System Maintenance & Support services will include the following activities.

• System Maintenance & Support services will include the following activities.
• 365 days support
• Issue resolution / Onsite Visits within 48 hrs for level 0 issues
• Issue resolution / remote desktop support within 24 hrs for level 1 issues
• Issue resolution / telephonic support within 4 hr for level 2 issues
• The maintenance support should be provided as and when required including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on email/Telephone/Remote/Onsite.


• All the necessary software licenses and Resources required for integration/customization are to be procured/hired by the vendor and installed in Bank’s premises. Bank will provide necessary infrastructure for onsite resources (Seating arrangement, PC, etc).
• ECL tool to be procured by IDBI Bank from the successful bidder; any other tools required to achieve the scope of work to be owned by bidder and installed in Bank’s premises.
• The successful bidder should provide the Database and Hardware specifications/sizing required to implement the ECL tool provided by it.

4. Penalty (During Delivery & Installation)

• If, the Bidder fails to deliver and / or install any or all of the Licenses/ Software’s mentioned in the Purchase order (PO), Purchaser shall, levy a penalty of a sum equivalent to 1% percent per week or part thereof of the value of purchase order subject to maximum of 10% of the purchase order value of the delayed equipment/Solution or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider the delay as termination of the Contract.
• The bank reserves the right to impose / waive any such penalty.
• The purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the bidder it its hands (which includes the purchaser’s right to claim such amount against bidder’s Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.
## Functional & Technical specifications compliance

<table>
<thead>
<tr>
<th>#</th>
<th>Technical requirements</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The solution should describe the technical architecture in detail with the hardware,</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>database and environmental software requirements.</td>
<td></td>
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<tr>
<td>2</td>
<td>The solution should provide Scalability and High Performance leveraging cost-effective</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>architecture.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The successful bidder should replicate the whole setup in DR.</td>
<td>Mandatory</td>
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<tr>
<td>4</td>
<td>Bidder to provide SOP (Standard Operating Procedure) for all development and customization</td>
<td>Mandatory</td>
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<tr>
<td></td>
<td>and maintenance activities from time to time.</td>
<td></td>
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<tr>
<td>5</td>
<td>Bidder has to provide support in fine tuning the performance of software solution during</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>the contract period as and when required and at regular intervals</td>
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<tr>
<td>6</td>
<td>When developing the interfaces, the Bidder should ensure the requirements of data format,</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>frequency of data transfer, quality checks and validations before data transfer and</td>
<td></td>
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<tr>
<td></td>
<td>priorities for data transfer are identified and addressed</td>
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<td>7</td>
<td>Bidder should provide user manual and system manual</td>
<td>Mandatory</td>
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<tr>
<td>8</td>
<td>The solution should be able to seamlessly call Data Quality functionalities such as data</td>
<td>Mandatory</td>
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<tr>
<td></td>
<td>standardization as part of the ETL process flow</td>
<td></td>
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<tr>
<td>9</td>
<td>The solution should provide the front-end capability to export data to Excel /xml/ PDF</td>
<td>Mandatory</td>
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<tr>
<td></td>
<td>and CSV/TSV document formats and save data in these formats for email distribution.</td>
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<tr>
<td>10</td>
<td>The Bidder will ensure and incorporate all necessary security and control features within</td>
<td>Mandatory</td>
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<tr>
<td></td>
<td>the application, operating system, database, etc. so as to maintain integrity and</td>
<td></td>
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<td></td>
<td>confidentiality of data at all times</td>
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<tr>
<td>11</td>
<td>Must comply with Bank’s Information Security policy.</td>
<td>Mandatory</td>
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<tr>
<td>12</td>
<td>There should be maker checker implementation for all the critical functions to be carried</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>out by a user. Application should have facility to define admin roles.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The system should be configured with various user profiles with password protection and</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>restricted privileges per user group depending on their role</td>
<td></td>
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<tr>
<td>14</td>
<td>The Software application should have minimum capacity to login at least Fifteen (15)</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>users simultaneously.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Audit trail to track changes like Addition, Deletion and Modification to master data /</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
<td>transaction data.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>The solution should be able to integrate with Active Directory for user authentication</td>
<td>Mandatory</td>
</tr>
<tr>
<td>#</td>
<td>Functional requirements</td>
<td>Compliance (Yes/No)</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>1</td>
<td>Tool should be able to compute account wise 12-month ECL &amp; Lifetime ECL for various segments such as advances, Off balance sheet (non-fund) facilities, Investments etc. as per Ind AS 109.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2</td>
<td>Tool should provide the flexibility to define and customize bank specific calculation methodologies for computation of ECL for advances, financial guarantees, Investments etc.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2</td>
<td>ECL Tool should have the functionality to generate cash flows based on the repayment schedule or inputs fed in the system / available in different source systems. The solution should generate cash flows based on the variant flag provided by the Bank</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3</td>
<td>System should facilitate computation/usage of Effective interest rate (EIR) under IND AS 109 for all relevant financial instruments and generate cash flows required for the same.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4</td>
<td>System should allow for user defined rules for staging under Ind AS 109 (Stage 1, Stage 2 &amp; Stage 3). The tool should have ability to define quantitative and qualitative rules to meet the Ind AS requirements. (For e.g. staging based on DPD/NPA/Restructuring criteria)</td>
<td>Mandatory</td>
</tr>
<tr>
<td>5</td>
<td>The tool should have the ability to estimate PDs using internal rating grade and default history using methodologies such as transition matrix/Vintage analysis etc. across all exposure types. To compute Life time PD numbers based on above.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6</td>
<td>The solution should be capable of computing Through the cycle (TTC) PD and Point in time (PIT) PD. The system should be capable to convert a PIT PD to TTC PD and vice versa.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>7</td>
<td>System should support workflow features and audit trail facility for overrides for classification / reclassification / stage determination/monitoring changes.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>8</td>
<td>The tool should have the ability to estimate facility level LGD based on collateral inputs and coverage of collaterals. The tool should also have a provision to estimate product level LGD.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>9</td>
<td>Ability to make EAD projections using Cash flow approach, CCF parameter application configured in the tool.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>10</td>
<td>Mechanism to identify Significant Increase in Credit Risk (SICR) based on defined rules.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>11</td>
<td>Upload transactions from a spread sheet/csv with active edit, control, checks and validations. Provide data validation reports indicating reasoning for errors.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>12</td>
<td>The tool should be able to incorporate macro-economic related data (historical and forecasted) e.g. GDP, Unemployment rate, Inflation, Crude price etc. to build forecasting/forward looking models for all the risk parameters.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>13</td>
<td>Ability to process multiple data files from multiple sources (such as Finacle, Treasury, Manual Data (Excel Files), EDW, Loan processing system, IRAM, CAM etc). The ability to handle exceptions raised during the Extract, Transform and Load (&quot;ETL&quot;) process. The solution should thus include tools, capabilities to assess data quality issues (e.g. missing values, outliers, wrong format, inconsistencies, etc.). Ability to Interface between various applications and systems through appropriate mechanism. Ability to establish ETL from various sources/legacy systems/ formats</td>
<td>Mandatory</td>
</tr>
<tr>
<td>14</td>
<td>The ECL engine should support big data platform for processing of large volume of data.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>15</td>
<td>Tool should have the functionality for validating the ECL number generated i.e. control</td>
<td>Mandatory</td>
</tr>
<tr>
<td></td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>16</td>
<td>Create and maintain retail, non-retail pools (as per the methodology formulated by the Bank) and the ability to change the pools/segmentation rules.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>17</td>
<td>Tool should be able to produce transition matrix as per requirements of the Bank for the generation of rating transition matrices to model the credit risk term structures (e.g. multi-year default rates).</td>
<td>Mandatory</td>
</tr>
<tr>
<td>18</td>
<td>Tool should be able to use survival analysis to estimate multi-year default and/or loss experience by means of measuring the occurrence and timing of default events.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>19</td>
<td>Tool should have the ability to generate standard reports for Ind AS 109 and comparative reports across time horizons.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>20</td>
<td>To generate reports and dashboards as per regulatory (RBI) specifications/disclosure requirements/management reporting. The tool should be flexible to amend defined template to incorporate new requirement.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>21</td>
<td>The Tool should cover disclosure requirement under Ind AS 109, other ECL related disclosures.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>22</td>
<td>The tool should compute 12 month and lifetime ECL for all accounts and allow stage allocation and ECL computation without resubmission of inputs.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>23</td>
<td>The system should be capable of computing LGD using work-out method as per the nature, applicability and data availability of credit risk exposures.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>24</td>
<td>The system should provide for optimal utilization of available collaterals at facility level as part of ECL computation in line with the regulatory guidelines. The system should be able to use all collaterals for Ind AS 109 including financial collaterals.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>25</td>
<td>The tool should handle amortization of fees/commission/costs/discounts/premiums as integral part of EIR computation.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>26</td>
<td>The Tool should support in modelling the term structures of the PD, LGD and EAD. This includes the ability to engage in multi-year (e.g. 1-year, 3-years, 5-years, etc.) default (PD), loss (LGD) and exposure (EAD) estimates to fulfil the 12-month and lifetime ECL measurement requirements.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>27</td>
<td>Ability to allow user to change the order in which staging rules are executed.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>28</td>
<td>Tool should have the ability to integrate EIR/any other rate chosen by bank, with impairment calculation.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>29</td>
<td>System should be capable for manual updation of data of central accounts, MOC, MOC Reversal etc.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>30</td>
<td>Ability to add/edit the ECL computation rules through front end screen with authorization facility.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>31</td>
<td>To compute PD, LGD and CCF parameter in case not available from other system.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>32</td>
<td>The Tool should provide governance for ECL activities to be carried out by various teams to make the process repeatable, transparent and auditable. The system should provide workflow for orchestration of activities and override of results.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>33</td>
<td>To compute credit risk RWA as per IND AS/RBI guidelines.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>34</td>
<td>The tool should support multi-currency exposures. The application should be configured to translate the balances into INR or any other desired currency or vice versa.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>35</td>
<td>The tool should be enabled to provide customized reports on ECL estimates based on various dimensions as required by Bank at the time of implementation. An indicative list of dimensions to include: Entity Branch/region/zone</td>
<td>Mandatory</td>
</tr>
<tr>
<td>Line of Business</td>
<td>Product Ledger/Account code Department</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Capabilities to capture outstanding and limit information for relevant Bank facilities as per requirements of Ind AS 109.</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Should support simulation including sensitivity type analysis and scenario type analysis to simulate the impact on ECL levels from different assumptions and economic scenario.</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Ability to apply relevant adjustments to measure ECL values (at both the ECL parameter level and the estimated loss amount level). The adjustments include management and / or regulator overlays, and prescribed or specific adjustments to the PD, LGD and EAD parameters.</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Classification of financial asset in the categories as defined in Ind AS. System should enable classifications into three categories i.e. Amortized cost, Fair Value through Other Comprehensive Income (FVOCI) and Fair value through Profit and Loss account (FVTPL).</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Tool should have all possible Business Model embedded in system. Also there should be SPPI feature as Pass/ Fail shall be embedded in system for each security. Logic shall be built in system for classification based on the results of business model and SPPI test for each security/ instrument. Tool should have functionality of override of classification at an account level.</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Tool should provide staging movement summary/stage transition reports from one period to next.</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>The ability to generate multiple economic scenario to be used to condition the forward ECL measurement</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>System should be able to drill down the ECL, PD, LGD and EAD estimation into industry wise, vertical wise, product wise, collateral wise, year wise/quarter wise/Other frequencies.</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Tool should facilitate to arrive at account level undrawn balances and respective ECL.</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>The tool should support drill down capability to individual account/loan level through in memory processing.</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>The Tool should be able to integrate with any existing development environment, the credit risk models currently employed by the Bank, including internally developed models and or external vendor developed models. This includes Internal Ratings Based models, internal scorecards / rating models, application and behavioural models.</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>The tool should have capability to capture outstanding and limit information for all revolving and off balance sheet exposure.</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Tool should allow choosing a discount rate for discounting of recovery cash flows and recovery cost.</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Tool should allow user to build LGD prediction models using suitable statistical models.</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>The Tool should distinguish between senior and subordinated facilities allocating required LGD to unsecured portion of the facility as per IRB guidelines.</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>The tool should provide for effective LGD where the bank is having other financial/AIRB collateral and pool of collateral.</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>For estimation of EAD &amp; CCF, system should enable undrawn analysis, UGD (Usage Given Default) analysis.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Requirement</td>
<td></td>
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<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Tool should allow running of previous month/quarter/years portfolio and should enable generation of attribution analysis from the same i.e. ability to drill down on the cause for change of ECL number.</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>User should be able to select portfolio, scenario and models in any combination and run the same once portfolio, scenarios and models are defined.</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>The ability to generate multiple economic scenarios to be used to condition the forward ECL measurement (e.g. to condition the 1-year, 3-years, 5-years ECL estimates). This includes incorporating any internal economic scenarios generated via Stress Testing, capital planning and business planning.</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>ECL Execution logs should be available on the user interface to enable debugging of any of the previously executed ECL runs.</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Tool should have capabilities for Lineage – calculation &amp; data (input, processing, result)</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Tool should provide staging movement summary/stage transition report from one period to next.</td>
<td></td>
</tr>
</tbody>
</table>
2. Commercial Bid format

Ref no: IDBI/RMD/RFP/2018-19/036

(To be printed on Vendors Letter Head)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Unit Cost (in INR)</th>
<th>Total Cost (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tool For ECL estimation (Including Warranty for 1 year)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMC for 2 Years (After warranty period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The amounts mentioned in the bid should be exclusive of GST.
2. All other Levies, Duties, Charges, freight, insurance, installation etc. should be included in the bid price.
3. The delivery date of the entire module will be 3 Months from the date of acceptance by the vendor.
4. The application/Tool has to go live within 3 months from issuance of work order.
5. Feedback received from the field functionaries within 60 days post final release of the project should be as and when incorporated.
7. Validity of the Bid = 3 Months.
8. Extension of Contract: Bank reserves the right to extend further after evaluating the Value addition at the end of the Project.
9. IDBI Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
Price Schedule – Format
(To be included in the Price Proposal)

1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
2. Prices quoted are exclusive of GST.
3. ALL other charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
4. Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
5. In case of discrepancy between unit price and total price, the unit price shall prevail.
6. In case of discrepancy between figures and words, the amount in words shall prevail.
7. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, will be admissible during the currency of the Contract. Any decision of the Bank, in this connection shall be final, conclusive and binding on us.
8. We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model.

Sign
Name of the signatory
Designation
Mobile no.
Company Seal.

Date:
Place:
3. Unconditional Acceptance of Terms & Conditions of the RFP

(To be submitted on the Bidder’s Letter Head)

To,
DGM - IT Department,
IDBI Bank Limited
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Sub : RFP for procurement of ECL estimation Tool under Ind AS

Ref. No : IDBI/RMD/ RFP/18-19/xxx

This is to confirm that we absolutely and unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Bank Ltd. regarding supply, installation and support of ECL Estimation Tool.

Sign
Name of the signatory
Designation
Company Seal
4. Technical Bid Form

(To be included in Technical Bid Envelope)

Date: ....................

To,

DGM - IT Department,
IDBI Bank Limited
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

Reg. : RFP for procurement of ECL estimation Tool under Ind AS
Ref : IDBI/RMD/RFP/18-19/__________________________

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer ECL Tool for IDBI Bank in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 10% (Ten percent) of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price as the obsolete model.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us. We enclose a demand draft of Rs. 1,00,000/- (Rupees One Lakh Only) towards EMD, in favor of "IDBI Bank Limited" drawn on __________, __________ Branch payable at Mumbai.
We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 30 (Thirty) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this .......................... Day of ..........................20xx.

Sign
Name of the signatory
Designation
Company Seal.
5. Self declaration
(Undertaking to be submitted on Bidder’s Letter Head)

To,

DGM - IT Department,
IDBI Bank Ltd.
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Sub : RFP for procurement of ECL Estimation Tool Under Ind AS
Ref. No : IDBI/RMD/ RFP/18-19/xxx

We, [●] (name and designation) on behalf of [●] having its registered office at [●] have submitted a Bid proposal to IDBI Bank for [●] in response to the Request for Proposal (RFP) dated issued[●] by IDBI Bank.

We are duly authorized persons to submit this undertaking

i. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

ii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same

iii. We have submitted our Bid proposal in compliance with the specific requirements as mentioned in this RFP.

iv. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information’s may be required by IDBI Bank from time to time.

v. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

vi. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending or threatened against us from any statutory regulatory and / or investigation agency and we are not in violation of any prevailing law, rules, and regulations.

vii. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

viii. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Dated this _____ day of ____________________ 20xx
Signature
(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of:
6. Power-of-Attorney

(On Stamp Paper of Rs. 500/-)

Know all men by these presents, we ________________ (name of the Bidder and its address) do hereby appoint and authorize Shri ____________ (full name and residential address) who is presently employed with us and holding the position of ________________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [●], in response to the RFP (Request for Proposal) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of ____________________ 20xx.

For ____________________
(Signature)

(Name, Designation and Address)

Accepted ____________________
(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses:
1) (Name, Signature & Address)
2) (Name, Signature & Address)

Note:
1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
7. Letter for Refund of EMD

(To be submitted by all the bidders)

Date: ___________

DGM - IT Department,
IDBI Bank Limited
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Sub: RFP for procurement of ECL estimation Tool under Ind AS
Ref. No: IDBI/RMD/RFP/18-19/xxx

We ___________ (Company Name) had participated in the procurement of ECL Estimation Tool Under Ind AS and are an unsuccessful bidder.

We ___________ (Company Name) had participated in the procurement of ECL Estimation Tool under Ind AS and being a successful bidder, we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Bidder Name</th>
<th>Cheque / DD Number</th>
<th>Drawn on (Bank Name )</th>
<th>Amount Rs.</th>
</tr>
</thead>
</table>

Bank details to which the money needs to be credited via NEFT are as follows:

<table>
<thead>
<tr>
<th>1</th>
<th>Name of the Bank with Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Account Type</td>
</tr>
<tr>
<td>4</td>
<td>Account Title</td>
</tr>
<tr>
<td>5</td>
<td>Account Number</td>
</tr>
<tr>
<td>6</td>
<td>IFSC Code</td>
</tr>
<tr>
<td>7</td>
<td>PAN no.</td>
</tr>
<tr>
<td>8</td>
<td>GST No:</td>
</tr>
</tbody>
</table>

Sign
Name of the signatory
Designation
Company Seal.
8. Undertaking from OEM

(To be submitted on Company (OEM’s) letterhead)

To,
DGM - IT Department,
IDBI Bank Ltd
IDBI Tower, WTC,
Cuffe Parade, Mumbai-400 005

Sub : RFP for Procurement of ECL Estimation Tool under Ind AS at IDBI Bank
Ref.No :IDBI/RMD/RFP/18-19/xxx

Dear Sir,

We ______ (OEM Vendor and IPR owner) of ECL estimation Tool under Ind AS hereby authorize M/s. ______ (Successful Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our full warranty for 1 year (back to back warranty) as per terms and conditions of the tender and the contract for procurement of ECL Estimation Tool under Ind AS offered against this invitation for Bid by the above firm. During warranty period, If vendor is not able to resolve the issue, support should be directly provided by us.

We also assure our support for ECL Estimation Tool under Ind AS for the purchase value of the items to be maintained for at least next 3 years (after expiry of warranty of one year).

Dated at ______________ this ________ day of ______________ 20XX.

Sign
Name of the signatory
Designation
Company Seal
9. Information Security Certificate

(This certificate is to be rendered on Letterhead of the bidder)

Ref. No: IDBI/RMD/RFP/18-19/xxx

This is to certify that:

1. Software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
   (a) Obstruct the desired and the designed function of hardware.
   (b) Cause physical damage to the user or their equipment during the usage of the equipment/Solution.
   (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
   (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment/Solutions or information, sabotage & information extortion;

2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.

3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Date: [Signature of Authorized Signatory]
Place: [Name and designation]
Company Seal:
10. Contract Form

(To be submitted by the Successful Bidder and stamp duty to be paid as per Maharashtra Stamp Duty Act.)

THIS AGREEMENT made at………………… the ……day of ………………….. 20xx between IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART

And
…………………… (Name of Successful Bidder) of ………………………... (Please specify the registered office of the Successful Bidder) (Hereinafter called “the Vendor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. _____ dated ______ (the RFP) invited bids Procurement of ECL Estimation Tool under Ind AS (Brief Description of Services) more particularly detailed in Section-4 of the RFP and has accepted a bid by the Vendor for rendering of the Services for the sum of ………………………... (Contract Price in Words and Figures) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Contract referred to.

The signed original copy of the RFP no. IDBI/RMD/RFP/2018-19/____, dated __________ submitted by the contractor with the purchaser and any corrigendum to RFP, if any, and PO issued from time to time shall form an integral part of this contract form.

i. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor’s representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.

ii. Each of the representations, warranties and undertakings of the contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named
Signature: 
Name: 
Date: .....................

Signed and Delivered by.................................
the within named
M/s. .................................
.................................
Date: .................................
11. Non-Disclosure Agreement

(To be submitted by the Successful Bidder)

On Rs.100/- stamp paper

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART

And

……………. (Name of Vendor) of …………………… (Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the OTHER PART;

WHEREAS, Bank called for the bids for engagement of Bidder for Procurement of ECL Estimation Tool under Ind AS for use of the Bank. M/s……………………… (hereinafter referred to as “Bidder”), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the vendor specific access to Bank’s property/information and other data.

It is hereby agreed as under:

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information.

The parties also agree and undertake to:

(i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
(ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
(iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and
confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include

information which:

(i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
(ii) is independently developed by the recipient without breach of this Contract;
(iii) is the public domain;
(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
(v) is released from confidentiality with the prior written consent of the other party.
The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Bidder’s personnel to be present on premises of Bank or may require the Bidder’s personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Bidder’s personnel under such circumstances and to provide notice to the Bidder’s of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of Bank that the Bidder’s personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

f) The provisions hereunder shall survive termination of the Contract.

Authorized Signatory
Name :
Designation:
Office Seal:
Place :
Date :
Accepted –
Bank
12. Performance Bank Guarantee

(To be submitted by the Successful Bidder)

<table>
<thead>
<tr>
<th>Bank Guarantee No.</th>
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<tbody>
<tr>
<td>Bank Guarantee Amount</td>
<td></td>
</tr>
<tr>
<td>Expiry Date</td>
<td></td>
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<tr>
<td>Claim Amount</td>
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</tbody>
</table>

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at ___________ this ________ day of _____________ Two Thousand Nineteen BY ____________________ Bank, a body corporate constituted under _______________, having its Registered Office/Head Office at ______________, and a Branch Office at ______________________________________________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS, Bank vide RFP No. ___ dated ___________ called for the bids for engagement of Vendor for Procurement of ECL Estimation Tool under Ind AS 109. M/s………………………… have been appointed as the Vendor (hereinafter referred to as “Vendor”) and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Document, the Contract form, annexure, Forms and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s…………………… and M/s………………………… as such is bound by the same.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the 10% of the Contract Price amounting to …………………………(in words) towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the ………………………………… or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor , towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank. The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or any change in the constitution of Bank/Vendor; or any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of ………………………………………. (In words) being the 10% of the Contract Price.

This Guarantee will expire on _______________. Any demand or claim under this Guarantee must be received by the Guarantor by ______________ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

__________________________,

by the hand of Shri.__________,
its authorized official.
13. Deed of Indemnity

(To be submitted by the Successful Bidder)
On Rs. 500/- Stamp Paper

This Deed of Indemnity executed at Mumbai on the ______ day of ______ by _________________________________<insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS, Bank vide RFP No. ___ dated ___________ called for the bids for engagement of Vendor for Procurement of ECL Estimation Tool for IDBI Bank. M/s………………………… have emerged as the Successful Bidder

The Obligor has

offered to supply of product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;

Represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;

Represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;

Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated ____________________ (the Contract) with the Obligor;
One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing:

NOW THIS DEED WITNESSETH AS UNDER:

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, Fire, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, intellectual property rights, patents, copy rights, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise ion account of any default and or breach and or otherwise in this regard.

If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
This indemnity shall survive the aforesaid Contract.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank. The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of )
( ___________________ )
by the hand of ____________________ )
__________, the authorized official )
of the Obligor )
14. Service level Agreement

THIS AGREEMENT ("the Contract") is entered into at Mumbai on this ___ day of ____ 2019.

BETWEEN:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2 (20) and a Banking company within the meaning of Section5(c) of the Banking Regulation Act, 1949( 10 of1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai– 400005, in the State of Maharashtra (here in after referred to as "IDBI/IDBI Bank/the Bank", which expression shall, unless it be repugnant to the subject, context to meaning thereof, be deemed to mean and include its successors and assigns of the ONE PART;

AND:

______, a is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law its registered office at in the State of (here in after referred to as "Service Provider/Vendor", which term shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

IDBI Bank and Service Provider are hereinafter collectively referred to as "Parties" and individually as a "Party"

WHEREAS,

1. WHEREAS IDBI Bank engaged in the business of Banking and desirous to procure the ECL estimation tool by procuring tool/application issued RFP (ref: IDBI/RMD/RFP/2018-19/XX) dated ___ inviting quotation for the said purpose.

2. AND WHEREAS, Service Provider emerged as the Successful Bidder, and IDBI Bank vide its Purchase Order (ref: IDBI/PO/ ) dated ordered order with the Service Provider for ECL estimation tool to be used for ECL estimation under INR As 109, as per the terms and conditions mentioned in the Contract dated ....... shall form part of this agreement.

DEFINITIONS
For the purposes of this Agreement, the following terms shall have the meanings set out below.

"Applicable Laws" means, with respect to any Person, all laws, statutes, rules, regulations, orders, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other governmental authority, and all governmental authorizations binding upon or applicable to such Person or to any of its properties or assets.

"Confidential Information" means and includes,

i. IDBI Bank standard/special security procedures and systems at various locations;
ii. Technical or business information or material not covered in (i) above;
iii. Any information or data, including but not limited to, that which relates to proprietary or internal information related to customers/constituents/products or services of IDBI Bank including, financial information, process/flowcharts, information related the Services, business and contractual relationships, information the Parties provide regarding third parties;
iv. Information disclosed pursuant to this Agreement and
v. All such other information which by its nature or the circumstances of its disclosure is confidential.
v. To treat Confidential Information as confidential for a period of 5 years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

"Agreement" means this agreement and all documents attached here to.

“Fees” means, the amount payable by IDBI Bank to the Service Provider for the Services rendered by the Service Provider and as detailed in PO.

"Good Industry Practice" means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled, experienced recognized and reputed service provider engaged in the same type of undertakings service provider under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.

Key Personnel" means those of Service Provider's personnel identified as such by IDBI Bank.

“Party” or “Parties” means and include IDBI Bank and Service Provider, individually or collectively, as the context may so require.

"Person" means any natural person, firm, corporation, company, voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organization, unlimited organization, or other entity.

"Services" means ATS upgrade/support of Tool for ECL estimation by the Service Provider and matters related to or incidental to the foregoing as described in Service Level Expectation including Requirements / Scope of Services/Work as stated in RFP Ref. No.: IDBI/RMD/RFP/2018-19/XX dated ___________________ under this Agreement and any alterations thereof.

“Scope of Work” shall mean the written statement issued by IDBI Bank to Service Provider and accepted by Service Provider stating the requirement for Services, setting out in detail the content, nature and scope of Services required, the duration of such requirement, the number of personnel required, the expected time of commencement and completion, milestones, turnaround time and such other details as may be material to the Services required and detailed in the Appendix of the RFP.

2 SCOPE OF SERVICES TO BE PERFORMED AND OR RENDERED

2.1 Particulars of Statement of Work
The Service Provider shall provide Services, in accordance with the Scope of Work / Statement of Work / service levels appended as Annexure-I hereto and any other additional services mutually agreed by way of written amendments to Annexure -I.

2.2 Scope of Services
The Service Provider shall provide all professional services including supervision, assistance, guidance, etc. more particularly detailed in the Annexure - I to this Agreement and shall perform all operations and assignments and render all Services as may be necessary and incidental to fulfill its obligations under this Agreement. The Service
Provider shall render the Services to the best of its ability and in accordance with Good Industry Practice. Further, all services necessary and required to satisfactorily fulfill its obligations under this Agreement, shall be deemed to be included in the scope of Services (Annexure - I to this Agreement) of the Service Provider.

2.3 Related Documentation / Records
The Service Provider will maintain and provide all necessary documentation, registers manuals and records (both electronic & Physical) in connection with the performance and management of Services and other related documents including for complying with Applicable Laws or any statutory requirements.

3 PAYMENT Terms
The terms of payment will be as follows

(a) No advance payment against purchase order.
(b) Payment will be made on the following basis for the cost of the tool:

<table>
<thead>
<tr>
<th>Sr. no</th>
<th>Milestone</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On delivery of product (Installation), submission of all documents including Performance Bank Guarantee</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Configuration and Customization of ECL tool as per Bank’s requirement for UAT/development</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>On UAT sign off</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Go live</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td>After 6 months of Successful Go live and Go Live DR Site.</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

a. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

b. IDBI Bank shall pay the undisputed fees to the Service Provider upon receipt of the Service Provider’s original invoice(s), raised in accordance with the Billing and Payment Methodology set out in the RFP.

c. Service Provider shall submit its invoice(s) and supporting documents in both soft and hard copy to the office of the Bank at IDBI Tower, Mumbai.

4 DISPUTED PAYMENTS & SET OFF

IDBI Bank reserves the right to dispute payment due to the Service Provider under this or any other contract if the Service Provider has not performed the Services in accordance with the provisions of this Agreement. In the event, IDBI Bank disputes payment, IDBI Bank will inform the Service Provider of the same in writing, and the Parties will attempt to settle the payment dispute under the amicable settlement procedures set out therein. If the Parties agree that the Services were not performed in accordance with this Agreement, then such disputed payment, if any, shall – (i) if already paid by IDBI Bank to the Service Provider be forthwith refunded by the Service Provider; and (ii) if payable or outstanding, shall cease to be so payable or outstanding (iii) set off against the outstanding bills if any, as the case may be.
5 TAXES

The Service Provider and its directors shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the Services rendered pursuant to this Agreement.

Notwithstanding anything contained in this Agreement, IDBI Bank shall not be liable nor responsible for collection and/or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by the Service Provider under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time.

6 DISPUTE RESOLUTION MECHANISM

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement in the following manner

a. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within fifteen (10) days of receipt of the notice.

b. The matter will be referred for negotiation between Chief General Manager of IDBI Bank and Chief Financial Officer of the Service Provider. The matter shall then be resolved by them and the agreed course of action documented within a further period of 10 days.

c. In the event of unresolved dispute or difference between the Parties arising under this Agreement concerning or relating to the rights, liability or obligation on the part of any of the parties hereto, they shall resolve the same by negotiations mentioned above and in the event that no resolutions are reached by negotiation, then within 30 days from the date of dispute (including the 15 days mentioned at (ii) above), the same shall be referred to arbitration panel of sole arbitrator to be appointed with mutual consent of both parties. The award passed by them shall be final and binding on both the parties. All provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall apply accordingly. The arbitration shall be conducted in English at Mumbai. If within 30 days from sending notice by a party to other party, requesting for arbitration, both parties do not come to mutual consent as to sole arbitrator then both parties will have right to appoint one arbitrator each and such appointed two arbitrators will jointly with mutual consent will appoint a third arbitrator who will be chairman and preside over the arbitral tribunal. Provided further if the other party do not respond to the notice of a Party and or if the other party do not appoint any arbitrator to enable both the parties to have one arbitrator each, then at the option of the party sending notice to other party, this arbitration clause and or arbitration contract shall be deemed to have been abandoned and or waived by other party even if there is no specific writing/letter of other party waiving the arbitration clause and accordingly the party serving notice of arbitration shall, as per its decision, may either enforce this arbitration clause in a suitable court of law or in the alternative treat this arbitration as waived/abandoned by both parties thereby relegated to regular civil courts jurisdiction.

d. The Service Provider shall not be entitled to suspend the provision of the Services, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Agreement notwithstanding the existence of any
dispute between the Parties or the subsistence of any arbitration or other proceedings.

7 REPRESENTATIONS & WARRANTY OF THE SERVICE PROVIDER

The Service Provider represents and warrants to IDBI Bank as follows:

(a) The Service Provider has full power and absolute authority to enter into, execute and deliver this Agreement and to perform its obligations according to the terms hereof.

(b) The execution and delivery of this Agreement and the performance of its obligations do not constitute a breach of its charter documents or, any agreement, arrangement or understanding, oral or written, entered into by it with any third party.

(c) The Service Provider warrants that it has obtained all applicable permissions, licenses, permits and consents both regulatory and non-regulatory, required to provide the Services and the same are valid and subsisting.

(d) that the Services shall be provided in compliance with all Applicable Laws and the provision of the Services shall not result in the breach of any Applicable Laws.

(e) The Service Provider warrants that all Services provided hereunder shall conform to the requirements of this Agreement and the Service Provider shall at all time adhere to Good Industry Practices.

(f) The Service Provider has full expertise, resources and qualified man power to provide the Services and hereby warrants that it shall provide the Services meeting global quality standards.

Remedy of Deficiency in Services

If in the opinion of IDBI Bank, the Services have not been performed to the standards as described in Annexure - I, IDBI Bank shall, have the option to require the Service Provider to expeditiously correct any deficiencies in the Services at no cost to IDBI Bank. Deficiencies in Services shall be determined by reviewing the quality and timeliness of the Services. Deficiencies in Services that cannot be resolved by the Parties may be resolved under the dispute resolution procedures set forth in Clause 6 of this Agreement. IDBI Bank shall make reasonable efforts to review the Services on a quarterly basis and the decision of IDBI Bank in this regard in respect of quality and quantity of Services shall be binding on the Service Provider.

The Service Provider represents and warrants regarding its Personnel to IDBI Bank as follows:

(a) The Service Provider shall furnish personnel with the qualifications, skills and experience appropriate to satisfy with the requirements of this Agreement (the "Service Provider Personnel"). The Service Provider Personnel provided under this Agreement shall possess, in the aggregate, arrange of skills that would permit individual Service Provider Personnel to perform job/assignment and provide the Services at operating levels as contemplated under the Agreement.

(b) The Service Provider acknowledges that nothing herein shall give rise to any obligations on the part of IDBI Bank towards the Service Provider Personnel, and the Service Provider alone shall remain responsible for the Service Provider Personnel.

(c) The Service Provider shall engage while providing Service(s) to IDBI Bank, persons with good character and integrity whose backgrounds / KYC has been duly verified and who do not have any criminal record or involvement.
Changes in Service Provider Personnel
(a) If IDBI Bank deems any of the Service Provider Personnel unsuitable, incompetent, dishonest, it shall without delay, inform the Service Provider and the Parties shall mutually consult and discuss the issue. If after such consultations and discussions IDBI Bank still requires the Service Provider to remove the concerned person, the Service Provider shall do so and supply are placement for such employee at its own cost and expense.

8 INSURANCE
The Service Provider shall maintain at its own expense during the Term, adequate insurance coverage including but not restricted to, general insurance coverage, medical insurance coverage and shall ensure that all such insurance policies remain in force and effect during the provision of the Services by the Service Provider Personnel.

IDBI Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the Services under this Agreement or otherwise, while on IDBI Bank's premises or anywhere. The Service Provider will be solely liable for the aforesaid.

The service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its authorities.

9 CORPORATE REPRESENTATIONS BY THE SERVICE PROVIDER
The Service Provider represents, warrants and covenants to IDBI Bank that:

Corporate Standing
It is a limited liability company duly organized, validly existing and in good Standing under the laws of India and is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects or business.

No violation of law: litigation
The Service Provider is not in violation of any Applicable Laws which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or threatened against the Service Provider which, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business of the Service Provider or its ability to perform the obligations under this Agreement.

No Breach
None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under the charter of the Service Provider or
any applicable law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument or arrangement to which the Service Provider is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument or arrangement.

**Corporate Action**
The Service Provider has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and the execution, delivery and performance by the Service Provider of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Service Provider and constitutes legal, valid and binding obligations of the Service Provider enforceable in accordance with its terms except as the enforceability thereof may be limited by winding up proceedings, Bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditor’s rights generally and general equitable principles.

10 **CANCELLATION / SUSPENSION / MODIFICATION OF SERVICES**
IDBI Bank may at its sole discretion suspend, cancel or modify all or any portion of the Services not yet performed by providing 30 (thirty) days’ notice in writing to the Service Provider without assigning any reasons and the Service Provider shall be entitled for payment up to the date of such modification, cancellation or suspension becoming effective.

11 **CONFIDENTIALITY AND DISCLOSURES**
The Service Provider agrees that they shall hold in trust any Confidential Information, identified by the Bank as being confidential and received by Service Provider, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Service Provider also agrees:

(i) To maintain and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;

(ii) To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) to restrict access and disclosure of Confidential Information to such of their employees, security analysts and consultants and advisers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to the in accordance with this Clause; and

(iv) That the Confidential Information shall survive the expiry or termination of the Agreement.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

(i) The service provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) Is independently developed by the service provider without breach of this Agreement;
(iii) Information in the public domain as a matter of law;
(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;
(v) Is released from confidentiality with the written consent of the Bank.

The Service Provider shall have the burden of proving that Clause 11.2 (i) and (ii) above are applicable to the information in the possession of the recipient.

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, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by authorized representative of each of the Parties.

In the event that the service provider becomes legally compelled to disclose any Confidential Information, it shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. The service provider shall not disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the service provider applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Agreement.

The provision of this clause shall survive termination of the Agreement till such Confidential Information enters public domain.

12 INDEMNIFICATION

Indemnity by the Service Provider

The Service Provider agrees to indemnify and keep indemnified, defend and hold harmless IDBI Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without limitation, reasonable Attorney’s fees), arising before or after completion of Services, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

(i) The Service Provider’s breach of the representations and warranties specified in this Agreement;
(ii) Acts or omissions of, negligence, or misconduct, dishonesty, fraud by the Service Provider;
or
(iii) the fault or negligence of the Service Provider, its officers, employees, agents, security analysts, consultants, advisors and/or other representatives

For the purposes of this Agreement, the Service Provider shall include the Service Provider, its personnel, employees, consultants, and/or other authorized persons.

In the event of IDBI BANK incurring any loss as stated above, IDBI BANK reserves a right to withhold payments / further payments due to the Service Provider and adjust the same towards the loss incurred by it and inform the same to the Service Provider.
Survival of Indemnity
The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

13 LIABILITY OF THE IDBI BANK
In the event of this Agreement being terminated consequent to the non-compliance of the provisions of Clause 14 (b) of this Agreement, no further liabilities or obligations shall accrue on IDBI Bank except for any charges due and owing at the time of such termination after setting off penalties, if any, for the Services rendered under this Agreement prior to such termination

14 TERM & TERMINATION OF THE AGREEMENT

Term
This Agreement shall commence on...................... and shall be valid up to ..................................("Term") unless terminated earlier by IDBI Bank in accordance with the provisions below. Thereafter, this Agreement may be renewed/extended for further period ("Renewal Term"), by mutual agreement of the Parties in writing or by exchange of letters.

Termination by IDBI Bank
(a) IDBI Bank shall be entitled to terminate this Agreement without assigning any reasons whatsoever by providing a prior written notice of 30(thirty) days. The termination of the Agreement shall not affect the save such obligations and/or liabilities of the Service Provider that, by their nature, and survive the termination of this Agreement.

(b) IDBI Bank shall be entitled to terminate this agreement:
   (i) If the Service Provider fails or refuses to perform the Services in the manner and/or within the time frame agreed in this behalf or abandons the Services or any part thereof; or
   (ii) If the Service Provider delivers non-conforming Services, in whole or in part; or
   (iii) If the Service Provider, intentionally or unintentionally, disregards or violates any Applicable Laws or conditions of any applicable permits; or
   (iv) If the Service Provider fails to correct defects and deficiencies in any Services in a timely manner; or
   (v) If any of the representations or warranties provided by the Service Provider are found to be false or incorrect; or
   (vi) If the Service Provider breaches any other material term of this Agreement; or
   (vii) If a petition for insolvency, winding up or dissolution is filed against the Service Provider or any court receiver is appointed as receiver of all or any of the properties/assets of the Service Provider; or
   (viii) If in the opinion of IDBI Bank the interest of IDBI Bank are jeopardized in any manner whatsoever.

(c) In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion, provide the Service Provider with written notice of IDBI Bank's intention to terminate for default. In the event the Service Provider does not cure such failure within 30 (thirty) days of such notice, IDBI Bank may, by written notice, forth with terminate this
(d) In the event of the occurrence of any of the above, IDBI Bank may, at its sole
discretion engage the services of another vendor for a temporary period and written
intimation of such engagement shall be given to the Service Provider which shall be
binding on them.

**Consequences of termination**

If IDBI Bank selects to terminate this Agreement under the provisions of Clause 14.2 above,
the Service Provider shall, without prejudice to any other rights or remedies of IDBI Bank
in this Agreement or at law or in equity, do one or more of the following:

As directed by IDBI Bank, promptly hand over all monies, materials, data, information,
documents, floppies, CDs, stationeries, etc. in respect of which IDBI Bank shall have the right
of ownership to and/or possession of under the terms of this Agreement or which may have
been accumulated by the Service Provider in performing the Services.

Any monies, if paid by IDBI Bank to the Service Provider as advances prior to any
termination, shall, in so far as they relate to Services not yet rendered by the Service Provider
at the time of termination, be forth with refunded by the Service Provider to IDBI Bank.
Upon such notification of termination, the Service Provider shall immediately discontinue
performance of the Services (unless such notice of termination directs otherwise).

**15 NOTICES**

All notices, requests, consents, waivers or other communication required or permitted here
under shall be in writing and shall be deemed properly served:

(i) If delivered by hand and received by an authorized employee or officer of the Party,
(ii) 3 days after being given to a reputed courier with are liable system for
tracking delivery,
(iii) Upon receipt of confirmation receipt when sent by facsimile; or
(iv) 7 days after the date of dispatch by certified or registered mail, postage
prepaid, return receipt requested;
(v) When sent by electronic mail.

All notices and other communication shall be addressed as follows:

General Manager, Risk Management Department
IDBI Bank Ltd., IDBI Tower, WTC, 17th Floor, Cuffe
Parade, Mumbai 400005

Either Party may change its address and/or addressee for notification purposes at any
time during the term here of by giving the other Party written notice in accordance with
the terms here of and the date on which such change will become effective.

**16 GOVERNING LAW / JURISDICTION**

This Agreement shall be governed by and construed in accordance with the Laws of India and
shall be subject to the exclusive jurisdiction of the courts of Mumbai, subject to clause 6 (iii) of
dispute resolution mechanism.
17 MISCELLANEOUS
The Service Provider agrees, represents and warrants that no IDBI Bank officer, director, employee or immediate family member thereof (collectively ‘IDBI Bank personnel’) has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement, This clause shall survive the termination of this Agreement.

Breach of this clause will lead to termination of this Agreement no further liabilities or obligations shall accrue on IDBI Bank except for any charges due and owing at the time of such termination, for the Service(s) rendered under this Agreement prior to such termination.

Time
Time is of essence to the Agreement.

Subcontracting
The Service Provider shall not employ the services of any subcontractor directly or indirectly without prior written approval of IDBI Bank.

Assignment
(a) This Agreement shall not be assigned either fully or in part by the Service Provider to any third party without the prior written consent of IDBI Bank.
(b) Nothing contained herein shall prevent the use by or the assignment of this Agreement by IDBI Bank.

Relationship between Parties
(a) The Service Provider is serving as an independent Service Provider to IDBI Bank hereunder, and this Agreement creates no partnership, pooling or joint venture relationship between the Parties, and no employment relationship between IDBI Bank and the employees, consultants, representatives of the Service Provider.
(b) The Service Provider’s personnel, employees, consultants, advisors, etc. have no authority/ right to bind IDBI Bank in any manner whatsoever. It is also clarified that the personnel or employees being provided by the Service Provider shall be employed solely by the Service Provider and governed by terms of the employment entered by the Service Provider with them, and Service Provider shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on IDBI Bank by the employees of the Service Provider.

Entire Agreement
This Agreement, together with the Annexure and the other documents attached hereto shall constitute the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior oral or written representations, understandings or agreements relating thereto.

Amendment
No modifications, alterations, amendment or waivers of any provisions here in contained shall be binding on the Parties here to unless evidenced in writing signed by duly authorized representatives of both Parties.
No Waiver
The failure of either party, at any time during the Term hereof, to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

Severability
If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall been forced to the extent permitted by law.

Inspection/Audit
(a) IDBI Bank shall at all reasonable times have access to any site where the Service Provider are performing any of the Services and such person shall have the right to inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.
(b) The Service Provider shall, co-operate with IDBI Bank’s, internal or external auditor to assure a prompt and accurate audit. The Service Provider shall also co-operate in good faith with IDBI Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of IDBI Bank’s audit report. Such audits or reviews will be at the expenses of IDBI Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Service Provider shall be bound and liable to reimburse to IDBI Bank such discrepancies or overcharges and for the cost of the audit.
(c) In no event shall IDBI Bank be liable for any indirect, special or consequential damages which may arise under this Agreement
(d) In the event of Reserve Bank of India (RBI) deciding to take up inspection of the services, RBI shall have all the rights of IDBI Bank under this contract for inspection/audit and Service Provider shall cooperate with RBI/IDBI Bank to carry out the inspection/audit

Setoff
IDBI Bank may deduct or retain out of any monies, which may be due or become due to the Service Provider hereunder or otherwise, any amounts owed by the Service Provider to IDBI Bank hereunder or otherwise.

Headings
The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Clause to which the title refers.

Survival
Any provisions of this Agreement which, either expressly or by implication, survive the termination or expiration of this Agreement, shall be complied with by the Parties in the same manner as if the present Agreement is valid and in force.
18 SERVICE LEVEL AGREEMENT

- Vendor will have to guarantee a minimum uptime of 98%, calculated on a monthly basis.
- Any fault/issue/defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Fixing the bugs and carrying out the necessary rectifications whenever necessary and deliver patches/Version changes effected. Provision should be available for version control and restoring the old version in case of need by the Bank is part of AMC/ATS.
- Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades.) is a part of AMC/ATS.
- Providing tools for creating knowledge repository for the bugs identified, resolution mechanism, version upgrade, future upgrade etc. of Application software, OS, RDBMS etc.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Service Area</th>
<th>Service Level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ECL Tool Maintenance support</td>
<td>Service / Support to be provided through Onsite Visits, Webex session, Telephonic support</td>
<td>Penalty as % will be calculated yearly while Support Payments (AMC / ATS whichever Applicable) would be made annually max 10% of the invoice value.</td>
</tr>
<tr>
<td>2</td>
<td>&gt;48 hrs</td>
<td>Level 0</td>
<td>2%</td>
</tr>
<tr>
<td>3</td>
<td>&gt;24 hrs</td>
<td>Level 1</td>
<td>2%</td>
</tr>
<tr>
<td>4</td>
<td>&gt;4 hrs</td>
<td>Level 2</td>
<td>2%</td>
</tr>
</tbody>
</table>

Notes:
Level 0: Few Non critical modules not working
Level 1: The part of the application/few critical module not working
Level 2: Show Stopper/Application is fully down
# Response Time shall commence from the time a call is logged.

- For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 10.00 AM to 6.00 PM on all weekdays excluding 2nd & 4th Saturdays and holidays)
- Bidder will provide on-site support for addressing Software/application related issues
- The new releases (minor / major), versions, bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
- The Bidders should submit a list of support centre addresses, contact person & the resolution/response matrix for these locations.
- Reports: - Reports of availability, performance, incident of ECL TOOL if any, shall be submitted on monthly basis to Bank. Quarterly review shall be conducted for all Service Level requirements.

Support –Terms and Conditions: System Maintenance & Support services will include the following activities.
- System Maintenance & Support services will include the following activities.
- 365 days support
- Issue resolution / Onsite Visits within 48 hrs for level 0 issues
• Issue resolution / remote desktop support within 24 hrs for level 1 issues
• Issue resolution / telephonic support within 4 hr for level 2 issues
• The maintenance support should be provided as and when required including product (major or minor) upgrades and updates. The support should be for unlimited requests. It may be provided on email/Telephone/Remote/Onsite.

19 PENALTY
• If the vendor does not deliver as per the delivery schedule, the Bank may impose a penalty of 1% of the total value of the contract for each week's delay subject to maximum of 10% of the contract value. In case the delay exceeds two weeks, IDBI Bank Ltd. reserves the right to cancel the order unconditionally.
• IDBI BANK may without prejudice to its right to effect recovery by any other method, deduct the amount of penalty from any money belonging to the Service Provider or which may become due to the Service Provider.

20 COMPLIANCE WITH RBI AND OTHER REGULATORY REQUIREMENTS
IDBI Bank/Service Provider shall individually obtain the necessary regulatory and statutory approvals from the RBI or other regulatory/statutory bodies, if any required, for the Services. Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the RBI or any other regulatory body shall be promptly responded to by the concerned Party. The Service Provider undertakes to comply all the statutory and regulatory requirements under the Applicable Laws in connection with Services including Labour and Industrial Laws. All RBI guidelines on outsourcing shall ipso-facto form integral part of this Agreement and should be read as forming part of this Agreement and the Agreement will stand amended to be in conformity with RBI guidelines or guidelines applicable issued by any other Regulator.

21 STATUTORY REQUIREMENTS AND RIGHT OF INSPECTION BY RBI
a) The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators (including RBI) and competent authority from time to time. During the tenure of the Agreement nothing shall be done by the Service Provider in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep IDBI Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

b) During the tenure of the Agreement, Reserve Bank of India or one or more of its officers or any person authorized by it shall have the right to inspect the books and account of the Service Provider including but not limited to the documents provided by IDBI Bank, record of transactions, and other necessary information given to, stored or processed by the Service Provider within a reasonable time. The Service Provider shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.

22 Ownership and Retention of Documents
a) IDBI Bank shall own the documents, prepared by or for the Service Provider arising out of or in connection with the Agreement.

b) Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by IDBI Bank, the Service Provider shall deliver to IDBI Bank all documents provided by or originating from IDBI Bank and all documents produced by or from or for the Service
Provider in the course of performing the Service(s), unless otherwise directed in writing by IDBI Bank/ Purchaser at no additional cost.
c) The Service Provider shall not, without the prior written consent of IDBI Bank store, copy, distribute or retain any such documents.
d) The Service Provider shall preserve all documents provided by or originating from IDBI Bank and all documents produced by or from or for the Service Provider in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of IDBI Bank in this regard.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date, month and year herein above written

Signed and Delivered by
Signature:
Name:
Date: ....................

Signed and Delivered by IDBI Bank Ltd ..........................

Signature:
Name:
Date : ....................
### Annexure –I Bidder’s Profile

**RFP Ref. No.** IDBI/RMD/ RFP/18-19/xxx dated ________________

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Details</th>
<th>Name of the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registered Office Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Type of organization &amp; year of incorporation / Registration (Copy of certificate of registration / incorporation to be submitted)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the Limited tender.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Alternate Contact person/s name/s, telephone number, mobile number and escalation matrix for the purpose of this Limited tender.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PAN No. (Copy of PAN card to be submitted)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>GST No. (Copy of GST reg. to be submitted)</td>
<td></td>
</tr>
</tbody>
</table>

Sign of Authorized Signatory

Name: 
Mobile & Email id: 
Company Seal:

Date: 
Place:
### Annexure –II Eligibility Criteria Compliance

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Eligibility Criteria</th>
<th>Documents to be provided</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder must be a Government Organization / PSU / PSE / LLP or Private / Public limited company in India at least for the last 3 years as on 31/03/2018</td>
<td>Registration / Incorporation certificate issued by the Registrar of Companies for Public Limited / Private Limited Companies (supporting MoA &amp; AoA to be submitted) LLP Agreement as the case maybe.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should have Annual Turnover of at least Rs.5 crore in each of the three financial year’s viz. FY FY 2015-16 , FY 2016-17 and 2017-18,</td>
<td>Certified letter from the CA. The CA certificate in this regard should be without any riders or qualification along with Audited Balance sheet, P&amp;L account details.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should have positive net worth in the latest financial year i.e. 2017-18.</td>
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</tbody>
</table>
| 4     | The bidder should have engaged in  
- Ind AS/IFRS implementation exercise or  
- Supplied software/tool for Ind AS/IFRS at least in any one Commercial Bank/NBFCS in India/Overseas during last three years. | Bidder / OEM has to Submit Purchase Order / Work Order / Agreement copy of engagement from client as Supporting document for this.                                                                                     |                     |
| 5     | The bidder/OEM should not have been blacklisted by Government, any govt. department, PSU or PSB during the last four years.                                                                                     | The bidder on their company’s letter head shall provide an undertaking to this effect.                                                                                                                                    |                     |
| 6     | The Bidder / Vendor firm should not be owned or controlled by any director or employee (or their relative) of IDBI Bank Limited.                                                                                   | Self – declaration of the Vendor / Bidder to be submitted.                                                                                                                                                               |                     |
| 7     | The Bidder may be an OEM (Original Equipment Manufacturer)/IPR (Intellectual Property Rights) owner or authorized partner of the same                         | Undertaking from OEM/IPR owner to be submitted as per format. (MAL from OEM in favour of Bidder must be provided on their letter head)                                                                               |                     |

Name of the Authorized Person:  
Designation:  
Mobile no.  
E-mail Id.
Annexure-III - FORMAT FOR SUBMITTING PRE – BID QUERIES

To be submitted in excel format only

RFP for procurement of ECL Estimation Tool under Ind AS

IDBI/RMD/RFP/18-19/xxx dated ____________

<table>
<thead>
<tr>
<th>S. No</th>
<th>RFP Ref Page no</th>
<th>RFP Clause no</th>
<th>Existing clause Details</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>6</td>
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</tbody>
</table>

Name of the Authorized Person:
Designation:
Annexure IV - List of Documents to be submitted in response to the RFP

Ref. No.: IDBI/RMD/ RFP/18-19/xxx

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Documents to be submitted</th>
<th>Submitted (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DDs (EMD &amp; BID document fee)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>Unconditional Acceptance of Terms and Conditions of RFP [<strong>Section 5 (3)</strong>]</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s profile (<strong>Section 5 Annexure-I</strong>)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>Technical Bid form</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Self-Declarations by Bidder</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6</td>
<td>Manufacturer’s Authorization (MAF) Letter from the OEM [<strong>Section 5 (8)</strong>]</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7</td>
<td>Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8</td>
<td>Eligibility Criteria Compliance (accompanied by all the supporting documents) (<strong>Section 5 Annexure-II</strong>)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9</td>
<td>Functional and Technical Specifications Compliance</td>
<td>Yes / No</td>
</tr>
<tr>
<td>10</td>
<td>Request for refund of EMD</td>
<td>Yes / No</td>
</tr>
<tr>
<td>11</td>
<td>Information Security Certificate</td>
<td>Yes / No</td>
</tr>
<tr>
<td>13</td>
<td>Contact details along with escalation matrix of Central Helpdesk / support center at Mumbai/Navi Mumbai</td>
<td>Yes / No</td>
</tr>
<tr>
<td>14</td>
<td>Signed Copy of RFP, Bank’s Response to pre-bid queries and Corrigendum (if any)</td>
<td>Yes / No</td>
</tr>
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</tr>
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<td>16</td>
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<td>Yes / No</td>
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