

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR REVIEW OF EFFECTIVENESS OF EARLY WARNING SIGNALS (EWS) APPLICATION

RFP REFERENCE NO. IDBI BANK/CMG/RFP/25-26/01

DATED: JULY 11, 2025

IDBI BANK LIMITED, IDBI TOWER WTC COMPLEX, CUFFE PARADE, MUMBAI – 400 005 CIN: L65190MH2004GOI148838



Document Control Sheet

Name of the Company	IDBI Bank Limited		
RFP Reference No	IDBI Bank/CMG/RFP/25-26/01: July 11, 2025		
Date of commencement of Bidding Process (Posting of Tender Document on Website)	July 11, 2025		
Last date and time for pre-bid queries (only through e-mail)	July 18, 2025 up to 18.00 hours udey.bir@idbi.co.in, salil@idbi.co.in, manoj.pradhan@idbi.co.in		
Last date and time for issuing Clarifications to pre-bid queries by the Bank	July 23, 2025 up to 18.00 hours		
Schedule for receipt of Bids	Date	August 04, 2025	
Schedule for receipt of Blus	Time	1600 hrs.	
Schedule for Opening of Technical	Date	August 04, 2025	
Bids	Time	1630 hrs.	
Place of opening bids	IDBI BANK LIMITED, 12 th Floor, Credit Monitoring Group, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400005. The Authorized Representatives of Bidders may be present during opening of the Technical Bid. However, Technical Bids could be opened even in the absence of any or all of the Bidders representatives		
Bidder Contact Details	 Bidder to Provide following information: 1) Name of the Firm/LLP/Company 2) Contact Person 3) Mailing address with Pin code 4) Telephone number and Fax Number 5) Mobile Number 		



	6) E-mail
Schedule for Commercial Bid opening	Date & Time will be intimated to the shortlisted bidders
Online Reverse Auction (ORA)	Date & Time will be intimated to the shortlisted bidders
	Name: Sh. Udey Bir / Sh. Salil Baxi / Sh. Manoj Pradhan
	Designation: Manager/ Deputy General Manager / General Manager
Address of communication (Bank)	12 th Floor, Credit Monitoring Group, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai-400005.
	Contact Number: 022- 66553179, 022- 66552010, 022- 66552102
	Email - udey.bir@idbi.co.in, salil@idbi.co.in, manoj.pradhan@idbi.co.in

Note:

- 1. This RFP document is the property of the Bank & is not transferable.
- 2. This bid document has 73 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 above schedule.
- 5. It may be noted that notice regarding corrigendum, addendums, changes, modifications, amendments, time extensions, clarifications, response to Bidders queries etc. (to RFP) if any, will not be published through any advertisement in newspapers or any other media. Prospective Bidders shall regularly visit Bank's website <u>https://www.idbibank.in/</u> (Quick Links → Notices and Tenders for any changes/development in relation to this RFP. The amendments/clarifications to the tender, if any, will be posted on the IDBI Bank website (<u>https://www.idbibank.in/</u> (Quick Links → Notices and Tenders).

6. Disclaimer

The information contained in this Request for Proposal ("**RFP**") document or information provided subsequently to the applicants whether verbally or in documentary form, by or on behalf of IDBI Bank Limited (IDBI Bank/the 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 nor an invitation by IDBI Bank to any parties other than the applicants who are qualified to submit the bids ("**Bidders**"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This RFP does not claim to contain all the information, which each Bidder may require. 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. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision or amendment, from time to time. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. IDBI Bank reserves the right at its sole 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 or can be accessed on the website of IDBI Bank. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

All information about IDBI Bank and the proposed assignment furnished by the Bidder to IDBI Bank in the context of the proposed assignment is referred to in this Bid document as "Confidential Information".

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. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or misrepresentation or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder hereby agrees that any modifications, changes, or additions to the scope of work, during the currency of the contract, shall be accepted by them without dispute and they shall not question such changes, additions or modifications. The Bidder further acknowledges that such changes, shall not be a ground for refusal or delay in performance.

IDBI Bank reserves the right to reject any or all the expression of interest /proposals /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 on all the Bidders/parties directly or indirectly connected with the bidding process. Bids which are not satisfying the procedure prescribed in the Bid 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 be communicated for any changes / development in relation to this RFP through email or website of the Bank (<u>https://www.idbibank.in/</u> (Quick Links-> Notices and Tenders).



TABLE OF CONTENTS

Sr. No.	Index	Page No.
1.	Overview	8
2.	Definitions	8-9
3.	Purpose	9-10
4.	Scope of Work	10-12
5.	Eligibility Criteria	12-15
6.	Evaluation Criteria	15-17
7.	Bid Process	17-20
8.	Terms and Conditions	21-22
9.	Pre-Bid Clarification	22
10.	Evaluation Process	22-23
11.	Online Reverse Auction (ORA)	23-24
12.	General Conditions	24-30
13.	Other Instructions	30-32
14.	Indemnity	32
15.	Validity period of proposal/ Bid	33
16.	Pre-Integrity Pact	33
17.	Representation and Warrants	33-34
18.	Relationship between the Parties	34
19.	Entire Contract	35
20.	No Assignment	35
21.	Penalty	35
22.	Information Security	35-36
23.	Force Majeure	36-37
24.	Successful Bidder Obligations	37

RFP FOR APPOINTMENT OF CONSULTANT FOR REVIEW OF EARLY WARNING SIGNALS (EWS) APPLICATION

(i) IDBI BANK

Sr. No.	Index	Page No.
25.	Survival	37
26.	Not Set Off/Counter Claims	37
27.	Addresses for Notice	37-38
28.	Vendor Risk Assessment	38
29.	Cyber Incident Reporting	38
30.	Information Security Posture	38-39

Annexure – 1	Technical proposal
Annexure – 2	Technical bid
Annexure – 3	Particulars in respect of engagement as External Agency/Consultant for review of Effectiveness of Early Warning Signals (EWS) application
Annexure – 3A	Financial Performance of the Bidder
Annexure – 4	Profile of partners/ directors
Annexure – 4A	Team member profile
Annexure – 5	Details of Bidder/ Affiliates/ Group companies
Annexure – 6	Commercial Proposal/ Financial Bid
Annexure – 7	Undertaking letter – Confidentiality
Annexure – 8	Undertaking / Declaration
Annexure – 9	Format of Non-Disclosure Agreement
Annexure – 10	Format of Pre Contract Integrity Pact (to be submitted by prospective bidders)
Annexure – 11	Checklist
Annexure – 12	Deed of Indemnity (To be submitted by the Successful Bidder)
Annexure – 13	Contract Form (To be entered with the Successful Bidder)
Annexure – 14	Information Security Certificate
Annexure – 15	Self- Declaration



Request for Proposal (RFP)

1. <u>OVERVIEW</u>

IDBI Bank Limited (IDBI Bank) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) within the meaning of Section 2 (20) of the Companies Act 2013 (18 of 2013) and also a banking company under Section 5 (c) of 1949 the Banking Regulation Act. (10)of 1949) with CIN: L65190MH2004GOI148838 having its Registered and Corporate Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005. The Bank is also a Scheduled Bank as notified by the Reserve Bank of India (RBI) under the Second Schedule of Reserve Bank of India Act, 1934, and, classified by RBI as Private Sector Bank for Regulatory Purpose vide its notification dated March 14, 2019.

LIC and Government of India (GoI) is presently holding 49.24% and 45.48% of equity in IDBI Bank respectively. The shares of IDBI Bank are listed on the NSE & BSE and are actively traded on both these stock exchanges.

List of Present Group entities/units are furnished below.

A. Subsidiaries –

i.IDBI Capital Market Services Limited.

ii.IDBI MF Trustee Company Limited.

iii.IDBI Asset Management Limited.

iv.IDBI Trusteeship Services Limited.

v.IDBI Intech Limited.

2. <u>DEFINITIONS</u>

- a) "The Bank" means **IDBI Bank Limited**, a company incorporated under Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and also a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), which has invited the bids for undertaking for engagement of Consultant for review of effectiveness of Early Warning Signals (EWS) application in the Bank for monitoring of loan accounts / credit facilities, and with which the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms and conditions and scope of work of the contract.
- b) "Group" collectively includes both the subsidiaries of Bank and Associates of Bank.
- c) "Bidder/ Applicant/ Consultant/ Firm" means the entity or firm who is submitting its proposal for providing services to the Bank.

- d) "Affiliates/ Group Companies" means membership firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India.
- e) "Partner" means a professional sharing profit in a chartered accounting firm/ LLP as defined under Partnership Act and/or Limited Liability Partnership Act.
- f) "Personnel/ Professional" means full time staff with minimum qualification of FRM/PRM/CFA/CA/Master in Statistics/Mathematics and on the payroll of the bidder.
- g) "Proposal/ Bid" means the technical proposal and the Commercial/ Financial proposal.
- h) "RFP" means this "Request for Proposal" prepared by Bank for the selection of Firm/ Group/ Consultants, amended or modified from time to time.
- i) "Assignment" or "Services" or "Job" means the work to be performed by the Selected Bidder pursuant to the contract.
- j) "Scope of Work" means the work, activities, and tasks to be performed, by the Selected Bidder as per **Appendix** pursuant to contract awarded under this RFP.
- k) "Selected Bidder" means Bidder/ Applicant/ Consultant/ Firm finally selected by the Bank for carrying out the Assignment or Services of Job.
- 1) "Contract" means the contract signed by the parties and all the attached documents and the appendices, amended or modified from time to time.
- m) "Day" means calendar day.
- n) "Parties"- Party means Bank or Bidder/ Selected Bidder/ Consultant individually, as the case may be and Parties means collectively both.
- o) "EWS" EWS means Early Warning Signals for Credit facilities/ Loan accounts.

3. <u>PURPOSE</u>

- 3.1 The objective of this RFP is to appoint/engage Consultants who are interested and capable of carrying out review of Effectiveness of Early Warning Signals (EWS) application.
- 3.2 In order to fulfill the above requirement, IDBI Bank Limited (hereinafter referred to as "IDBI Bank"/"the Bank") is engaged in providing finance and conducting banking business. The Bank invites Request for Proposal (RFP) tenders from entities/organizations (hereinafter referred to as "Bidder") who are capable and willing to meet the requirements as stated in this RFP for review of effectiveness of Early Warning Signals (EWS) application within the stated timeline and quality in an efficient manner, as stated in this RFP document.

3.3 The RFP document will be available at Bank's website, which could be accessed through URL address <u>https://www.idbibank.in/</u> (Quick Links-->Notices and <u>Tenders)</u>

Any communication related to the RFP should be submitted to the office of:

Deputy General Manager Credit Monitoring Group – 12th Floor IDBI Bank Limited, IDBI Tower, WTC Complex, Cuffe Parade Tel. No. 022 – 66552010

- 3.4 Please note that all the information required needs to be provided; incorrect or incomplete information can lead to non-consideration of the Bid and /or disqualification.
- 3.5 All Bids must be accompanied by all the documents as specified in the Bid document.
- 3.6 Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated on IDBI Bank's website.
- 3.7 The Bank proposes to engage the services of firm/ group/organization of repute having proven track record, as External Agency on Consultation basis for review of Effectiveness of Early Warning Signals (EWS) application deployed in Bank for monitoring of loan accounts / credit facilities.
- 3.8 The Bank may modify, change, and add the requirement and the scope of work till submission of final report.
- 3.9 Bidder has to complete the assignment mentioned above within 47 days from the date of execution of Contract Form with IDBI Bank or an extended period as stipulated by IDBI Bank at its sole discretion.
- 3.10 In view of the above, the Bank invites sealed bids from entities satisfying the eligibility criteria, for conducting the said assignment in accordance with the scope of work stated in clause 4 below.
- 3.11 The selected Bidder shall be appointed for a term of 47 days. However, the Bank reserves the sole right to further extend the validity period of the appointment on mutually agreed terms.

4. <u>SCOPE OF WORK</u>

4.1 Review of EWS Application for loan accounts / credit facilities as per RBI Master Directions on Fraud Risk Management in Commercial Banks dated July 15, 2024 and any other applicable guidelines.

🝈 IDBI BANK

- 4.2 Review of logic & weights assigned in EWS score card which identify borrower riskiness and predict probability of default.
- 4.3 Review of logic/criticality/threshold/scoring/data source of existing triggers ensuring integrity, robustness and consistency of the outcomes.
- 4.4 Suggest additions or deletions or modifications of alerts/triggers and logic thereof, if any.
- 4.5 Review alert closure work flow on the basis of criticality of alerts/triggers.
- 4.6 Validation of output generated by EWS application as per defined rules / logics / threshold.
- 4.7 Review effectiveness of EWS triggers / EWS Framework for credit facilities/ loan accounts and score card basis historical data (since April 01, 2024) including review of latest back testing of Risk score by the Vendor.
- 4.8 Recommending way to improvise the EWS output to reduce false positives / false negatives.
- 4.9 Review drop down menu option for remedial actions proposed.
- 4.10 The above works including validation exercise is to be completed by Selected Bidder in 47 days as follows:

Sr. No.	Task	Particulars	Indicative Timeline*
А	Review of EWS	i. Data collection/	5 days
	Application for loan	clarification	
	accounts / credit	ii. Diagnostic Study,	25 days
	facilities and Review	Review and Validation	
	of logic & weights	iii. Draft Report	10 days
	assigned in EWS score	iv. Signed Final Report	5 days from sign off by
	card which identify		the Bank on draft repor
	borrower riskiness	v. Knowledge Transfer	2 day
	and predict	and Hand holding	
	probability of default		
	 Review of logic / criticality / threshold /data source of existing/up-coming triggers ensuring integrity, robustness and consistency of the outcomes. Review of scoring to ensure integrity, robustness and consistency of the outcomes. Suggest additions or deletions or modifications of 		



Sr. No.	Task	Particulars	Indicative Timeline*
alerts	/triggers and		
	thereof, if any.		
	ew alert closure		
work	flow on the		
basis	of criticality of		
	/triggers.		
	lation of output		
	rated by EWS		
-	cation as per		
	ed rules / logics /		
thres	-		
	ew effectiveness		
	iggers and score		
	basis historical		
	(since April 01,		
2024	-		
	mmending way		
	provise the EWS		
	it to reduce false		
posit			
negat			
0	ew drop down		
menu	-		
reme	1		
prope			
	Total Timelin	e	47

* <u>Any extension/modification of the above indicative timelines due to</u> <u>unforeseen/unavoidable circumstances shall be by mutual consent. The scope and</u> <u>deliverables have to be designed, implemented and executed to Bank's satisfaction as per</u> <u>the indicative times lines above, starting from the date of contract. Bank shall reserve the</u> <u>right to change the timelines in order to comply with regulatory guidelines without any</u> <u>additional cost.</u>

5. ELIGIBILITY CRITERIA

5.1 The Bidders must satisfy the following eligibility criteria for the services they intend to provide as per Scope of work of the RFP, before submitting their proposals. The Eligibility Criteria will apply to the Bidder along with its Affiliates/ Group companies/member firms working under common brand name. The Bidder has to satisfy following criteria:

Sr. No.	Criteria	Supporting Documents	Compliance (Y/N)
1	The entity should be an Indian Company/LLP/ Partnership firm registered under applicable act in India and in the consulting business for the last 5		Yes/No



	years as on date of RFP (in case of mergers/acquisition/restructuring or name change, the date of establishment of the prior/original partnership Firm/Limited Company/LLP can be taken in to account).	 association/copy of LLP Agreement/Copy of Partnership Deed along with Registration certificate. The bidder to also submit copy of PAN Card, GSTIN Certificate. 	
2	Bidder must have minimum turnover of ₹ 50 Crore in last 3 FYs from services (FY -23, FY -24, FY -25).	• Copy of Audited Financial Sheet/Report of the last three financial years to be provided.	Yes/No
3	Bidder should have positive Operating Profit and Net worth in each of the last three financial years	 For F.Y. 25 – If Audited financial statement is not available, then Bidders may submit financials for FY -22, FY -23, FY -24 	Yes/No
4	The entity should have preferably done a similar exercise of validation of EWS system or has been engaged in carrying out related exercise with any scheduled Bank / FI / NBFC, etc. in last 3 years.	Supporting proof / document to be submitted to the satisfaction of the Bank	Yes/No
5	The entity should have minimum 1 key personnel on its rolls with minimum 5 years of relevant experience in doing the activities as detailed in the scope/ similar assignment. The said key personnel should mandatorily be the part of this project.	Supporting proof / document to be submitted to the satisfaction of the Bank	Yes/No
6	Other team members of the bidder engaged in the assignment should have relevant experience and sufficient training as per regulatory and industry standard	Share the profiles of the personnel with Bank to the satisfaction of the Bank	Yes/No
7	Bidder should not have been blacklisted by any Govt. bodies / PSB / Private Sector Banks/PSU during the last five years from the date of RFP	Supporting proof / document to be submitted as per Annexure – 15	Yes/No
8	Micro and Small Enterprises (MSE): Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that traders are not eligible for	Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid and active SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration.	Yes/No



	this RFP. MSEs will have to meet all other		
	eligibility criteria laid down in this RFP.		
9	In terms of Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL <u>https://doe.gov.in/procurement- policy division-0</u> .The Guidelines may be treated as an integral part of the tender documents.	 Bidders have to submit the approval from Competent Authority. Alternatively, Bidders should provide Certificate "Model Certificate for Tenders", on their stamp paper, as indicated on Annexure III at Page 11 of the Notification No. F.No.6, 18, 2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance. 	Yes/No
10	The entity's firm should not be owned or	Supporting proof /	Yes/No
	controlled by any Director or Employee	document to be submitted as	
	(or their Relatives) of IDBI bank.	per Annexure – 15	

- 5.2 Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies duly certified by the authorised signatory, of relevant documents / certificates must be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies must be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.
- 5.3 The Selected Bidder would be required to sign the Non-Disclosure Agreement/Undertaking ("NDU") in favour of IDBI Bank. Failure to sign such NDU would render the appointment/engagement null and void.
- 5.4 The Bidders should give the following certificate as part of the proposal: The certificate should be signed by the authorized signatory of the bidder. The content of the certificate must not be changed. The clarification, if any, may be provided separately.

We certify that there has been no conviction by a court of law or indictment/ adverse order by any regulatory authority for any offence or wrong doing against us or the CEO, Directors of our concern. It is further certified that there is no investigation pending or threatened against us or the CEO/ Directors.

We certify that working for IDBI Bank in relation to the proposed assignment / transaction does not and will not conflict with the other assignments that we have or may have. It is certified that no conflict of interest exists as on date and if in future

() IDBI BANK

such a conflict of interest arises, we will forthwith intimate the same to IDBI Bank. We agree that IDBI Bank's decision on whether there exists "conflict of interest" or not shall be final, conclusive and binding on us and we will not question, challenge or contest the same.

We further certify that we will not share confidential information with other assignment teams working for other clients or any other staff member who may be conflicted.

We certify that we are aware that relying on the above certifications, IDBI Bank has considered our appointment / engagement as an consultant/advisor and any misrepresentation or suppression or concealment shall forthwith result in disqualification and termination of our engagement. We certify that we are also aware that if during the pendency of the proposed transaction, if we are convicted of any grave offense or any wrong doing whatsoever by any court, tribunal or quasi-judicial or governmental or regulatory or administrative authority, the disqualification shall ipso facto fasten to us resulting in forthwith termination of our engagement as per the terms of the Contract.

6. EVALUATION CRITERIA

- 6.1 The Evaluation Process shall be a two-step process:
 - a) Technical scores will be given based on scoring methodology in para (6.2) below. The firm scoring a minimum of 70% marks in (Part I) in the technical bid will qualify for the next stage of selection process (Part II).
 - b) Bidders who scores minimum 49 out of 70 marks (Part I) in the Technical bids are eligible for making presentation to the Internal Committee of the Bank.
 - c) Firm qualifying will be invited for a presentation. 30 marks (Part II) are assigned for Presentation.
- 6.2 <u>Scoring Methodology</u>:

The technical scoring of the proposals will broadly be on the following criteria:

Sr.No.	Parameter	Max Marks	Marking System	
Part l	[:	_		_
1.	Having minimum of 5 years of	10	Criteria	Max
	experience in providing similar			Marks
	consultancy services (in case of		Marks -0 , if experience is	10
	mergers/acquisitions/restructuring		less than 5 years in	
	or name change, the date of		providing similar	
	establishment of the prior/original		consultancy services.	
	partnership Firm/Limited			
	Company/LLP can be taken in to			
	account.			

Sr.No.	Parameter	Max Marks	Marking System
2.	Have done a similar or has been engaged in carrying out related exercise with at least 1 Bank in the	40	Similar/ related such review 20 / validation exercise to any other bank.
	last 3 years up to FY25.		For additional such exercise 20 - 5 marks for each exercise.
3.	Having minimum turnover of ₹ 50 Crore from services in each of the last three FYs in India (FY.	10	Minimum turnover of ₹ 50 10 Crore in each of the last 3 financial years.
	23, FY. 24, FY. 25).		Below minimum turnover 0
4.	Minimum 1 key personnel on its rolls with domain knowledge and 5 years of relevant experience.		1 Key personnel on its rolls5with domain knowledge and5relevant experience
			For additional such resource 5 - 5 marks for each resource
	Total Part I	70	
Part 1	П:		
5.	Presentation covering the proposed assignment	30	Shall be evaluated by the Internal Committee identified for this purpose.
Total	Part I and II	100	

(i) IDBI BANK

Documentary proof for the credentials submitted by the bidders with reference to above is mandatory. Non-compliance or non-submission shall result in disqualification.

6.3 Award of Contract:

- a) The Bidders who achieve overall score of 75% & above in Technical Evaluation (including presentation) will qualify and be shortlisted for commercial bid evaluation.
- b) Only the shortlisted bidder's, indicative commercial bids submitted will be opened. Thereafter ORA (details given in clause no 11 ahead in the document) will be conducted and on the basis of ORA (Online Reverse Auction) outcome the commercial evaluation will be done and score will be calculated as per the following formula

$$B = \frac{C_{low}}{C}X + \frac{T}{T_{high}}(1-X)$$

B = Evaluated Bid Score C (low) = Lowest Commercial bid quoted amongst the eligible bidders in ORA.



- C = Commercial quoted by the respective bidder
- T = Technical evaluation score of the respective bidder
- T (high) = Score of the technically highest Bidder.
- X = Equal to 0.30
- c) 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 quoted post ORA and 70% for technical. The Bidder with the highest score (H1) will be declared successful. In case of tie between two or more bidders for the highest total combined score (Technical score + commercial score post ORA) the bidder with highest technical score amongst such bidders shall be successful bidder. All bids shall be evaluated at the sole discretion and determination of the Bank.
- d) The bids will be ranked in terms of the total points scored. The bids with the highest total points will be considered first for award of contract and will be invited for price and contract negotiation.

#	Bidder	Technical Evaluation	Commercial Quote during ORA	(T / T high) *	(C low / C)*	Score (S) = A+B
		Marks (T)	(C)	0.70 = (A)	0.30 = (B)	
1	ABC	92	20	0.679	0.24	0.919
2	XYZ	90	16	0.663	0.30	0.963
3	UVW	95	21	0.700	0.228	0.928

e) Illustration of the methodology to arrive at score is given below

C low in this case is 16 crore and *T* high is 95. In the above example, XYZ, with the highest score of 0.963 becomes the successful Bidder.

- f) In case the number of bidders qualifying in the technical evaluation stage is less than 2, then it is at Bank's discretion, to choose the top 2 scorers or discontinue the evaluation process or re-tender.
- g) In case of Successful Bidder(s) withdraws/fails to accept the contract within the stipulated timeline, the Bidder scoring the next highest combined score will be awarded the Contract.

7. BID PROCESS

7.1 Submission of Proposal

7.2 Two Stage Bidding Process

- a) The bidder will submit its response to the present RFP separately in two parts "The Technical Bid" and "The Commercial Bid".
- b) Technical Bid will contain the details as required in the Eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only

the Technical Bids will be opened in the presence of the bidders, who would wish to be present, and evaluated as per the criterion determined by the Bank. Bank may at its discretion invite the bidders for presentation before the internal committee of the Bank. <u>The date and time of the presentations will be mailed to</u> <u>the respective Bidders separately</u>. Those bidders who will satisfy the technical requirements as determined by the Bank shall be short-listed for opening of their Commercial Bid.

- c) The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify in the technical bid as per the eligibility criteria given in Para No 5 would be informed by the Bank through e-mail.
- d) The Bank reserves the right not to accept any bid, or to accept or reject a particular bid, at any stage of RFP, at its sole discretion without assigning any reason whatsoever and the same is binding on the bidders.

7.3 Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

7.4 Technical Bid

The Technical Bid should contain the following information:

- a) Covering letter as per Annexure 1.
- b) Proposal form as per **Annexure 2**.
- c) Particulars in respect of engagement as Consultant for review of Effectiveness of Early Warning Signals (EWS) application implemented in the EWS Application deployed in Bank for monitoring of loan accounts / credit facilities as per Annexure – 3.
- d) List of the key professionals and the support staff as per Annexure 4 & Annexure 4A.
- e) Any additional information including assumptions that the Consultant firm may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the Bidder.
- f) Duly signed authority letter (company letterhead) by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm, indicating the response to the Technical and Commercial Bid requirements
- g) Specifications for providing services, all the documents mentioned in Annexure 11 (Checklist) should be duly signed by the authorised signatory.

h) Note: Technical Bid shall not include any Commercial Bid information. A technical bid containing information on the commercial bid shall be declared invalid and liable to be rejected.

7.5 Commercial Bid

- a) The Commercial Proposal for Financial Bid should be submitted in the format as per Annexure 6, which should not have any deviations, restrictive statements, etc. therein. The Commercial Bid should be unconditional. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be inclusive of all expenses. No fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.
- b) Payment will be made after deducting tax deductible at source as per applicable tax laws.
- c) Commercial Bid will be opened after completion of presentations process, for bidders who have qualified in the Technical Bid (including presentation). Date & Time will be intimated to the shortlisted bidders separately.

7.6 Payment Terms

a) Payment of fees to the selected bidder shall be made by the Bank in the following manner:

Particulars	Percentage
On Submission of Final Report	100%

The Bank reserves its right to charge penalty as per penalty clause no.21 for delay in submission of final report due to reasons attributable to the Selected Bidder.

- b) No advance payment will be provided on awarding the contract.
- c) Payment will be released after submission of necessary documents like final report duly signed / sealed by authorised person to the satisfaction of the Bank.
- d) The payment processing shall be done centrally from Mumbai. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order (PO). The payment will be released within 30 days from respective month end upon submission of all required documents.
- e) Payment processing will be initiated only after Bank ensures that the Selected Bidder has submitted all required documents/report as per the terms of this RFP and the Contract.

7.7 Envelope 1 (unsealed):

Duly Signed Checklist on the letter head of the Bidder – Annexure – 11.

7.8 Envelope 2 (sealed):

- a. Covering Letter for Technical Offer Annexure 1.
- b. Copy of Certificate of incorporation, Copy of Memorandum and Article of Association/Partnership deed etc., if any.



- c. Copy of GST Registration and PAN Card.
- d. Particulars in respect of Selection of Firm/ Group registered under LLP Act or Companies Act for – Annexure – 3.
- e. Financial Performance of the Bidder Annexure 3A
- f. Profile of Partners/ Directors Annexure 4.
- g. Team member profile Annexure 4A.
- h. Details of Bidder/ Affiliates/ Group companies- Annexure 5.
- i. Undertaking Letter Confidentiality Annexure 7.
- j. Undertaking/Declaration Annexure 8.
- k. Stamped Non-Disclosure Agreement Annexure 9
- 1. Stamped Pre Contract Integrity Pact Annexure 10.

Envelope 3 (sealed):

- a. The Financial Bid **Annexure 6**.
- b. The Bids will be opened in the presence of the Bidders, who wish to remain present, at a pre-notified date and time which shall be sent on the designated email ID of the Bidder(s).

7.9 Requirements of Financial Bids:

- a) The fee quoted shall state the fee and taxes applicable with present rate (Taxes applicable will be paid as per rate prevailing at the time of actual payment). GST will have to be quoted separately in the invoice. The Bidder has to furnish an unconditional acceptance to Terms and Conditions of the RFP.
- b) The fee quoted should be unconditional and inclusive of all expenditure. No separate out of pocket expenses will be payable. It may be noted that the Bidders cannot prescribe any time limit for validity of the financial bid. It is however, clarified that all statutory expenses, against valid receipts, will be paid by the Bank.
- c) No indications pertaining to price or financial or commercial terms shall be made on the envelopes.
- d) The Financial bid/quote by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- e) The Financial bid/quote 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.

8. <u>TERMS & CONDITIONS:</u>

- a) The proposal (all three envelopes) can be submitted latest by 16:00 hrs. on August 04, 2025 in hard copies in original, duly signed by the authorized officer of the Bidder. The sealed Bid envelopes should be hand delivered to <u>Shri Salil</u> <u>Baxi, Deputy General Manager, 12th Floor, IDBI Bank Limited, IDBI</u> <u>Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005, Tel: +91 22 6655</u> <u>2010; Mob: +91- 9930600202</u>. In the event the Bidder is sending the Bid documents through courier or by post, the Bidder has to ensure that the Bid documents is delivered to the designated office and department of the Bank as mentioned above latest by 16:00 hrs. on August 04, 2025, failing which, the Bank shall not be held liable for non-acceptance of the Bid.
- b) No proposal will be entertained after the appointed time and date. The Bank will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected by the Bank.
- c) The specified bidder is expected to examine all instructions, forms, terms and conditions in the RFP prior to submission of the same. The successful bidder should strictly submit the bid as per RFP along with duly signed annexures, in the formats prescribed without any modifications either in the language/format failing which bid will be rejected as non-responsive.
- d) Any communication related to the RFP should be submitted to the aforesaid address only
- e) Please note that all the information required needs to be clearly provided, incorrect/incomplete or unclear information can lead to non-consideration of the Bid and /or disqualification.
- f) All Bids must be accompanied by all the documents as specified in the Bid document
- g) Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated on IDBI Bank's website.
- h) The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and amendments, if any will be advised to the bidders and such amendments will be binding on them and shall not be called in question by the bidders.
- i) Bidders are advised to submit their bids well within the stipulated timeline. It is further advised that bidders should submit the bid well within the time instead of the last date to avoid complications. Bid submitted beyond the stipulated date and time will not be considered. In view of this context, IDBI Bank shall not be responsible for such eventualities.

 j) The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website: https://www.idbibank.in/ (Quick Links > Notices & Tenders).

9. PRE-BID CLARIFICATION

The Bank may provide clarification to any queries of the Bidder's pertaining to the RFP over email or Bank's website between July 11, 2025 and July 23, 2025.

10. EVALUATION PROCESS

- a) Bids shall be evaluated by an Evaluation/Project Committee set-up for this purpose by the Bank.
- b) The Internal Committee of the Bank would evaluate the Bidders on the criteria mentioned in the Proposal Format based on their proposals received and credentials presented.
- c) The Assignment/ Contract will be awarded as per Evaluation Matrix detailed in Para 6.3. (Award of Contract). Bank would invite the eligible Bidders for presentation before the Evaluation committee, which would be part of the overall Technical evaluation process as per para 6.2 & 6.3 (Award of Contract) mentioned above. The Bank has an exclusive right to modify/add further parameters to the said Evaluation Matrix, at its sole discretion, to select most competitive Bidder for the purpose. The decision of the Bank in this regard is final and binding on the participating Bidders.
- d) The Internal Committee will evaluate the Bidders on the criteria mentioned in Paragraph 6 above and based on their Proposal and presentation; short-list them for considering their financial bids. The Internal Committee will open the Financial Bid of only short listed Bidders.
- e) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/ their representatives, who choose to attend.
- f) It is clarified that the IDBI Bank's decision regarding Technical Evaluation and opening of Commercial Bid shall be final, conclusive and binding on all the Bidders and shall not be questioned or challenged by the Bidder(s).
- g) The date of commencement of Services shall be recorded in writing by executing the Contract/Agreement, to be entered between the Bank and the Selected Bidder.
- h) A Bid determined as substantially not responsive will be rejected by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- i) 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.

- j) 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.
- k) 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.
- During evaluation and comparison of bids, the Bank shall, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- m) Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid

11. Online Reverse Auction (ORA)

- a) In this phase, the technically qualified bidders with valid indicative commercial Bid will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.
- b) The Bidder is expected to submit one indicative commercial proposal and the Bank will conduct ORA only once.
- c) The successful bidder shall be arrived at by updating the techno-commercial evaluation equation given under clause 6.3 with commercial quote received after ORA.
- d) Bank shall however not bind itself to accept the lowest Bid and reserves the right to accept any Bid.
- e) The Successful Bidder shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank in Annexure 6. If the price breakup is not submitted to the Bank within 3 (three) days from the date of the

announcement of combined scores, the Bank reserve the right to reject the successful Bidders and may take punitive action against bidder.

f) Post selection of bidder, the Bank reserves the right for calling the selected bidder for a price negotiation, in case the price breakup is not in line with the indicative bids and/or if there is a large variance from bank's estimated price.

12. GENERAL CONDITIONS

12.1 Confidentiality

- a) The information contained in this document is confidential. The Bidder shall not share this information with any other party not connected with or while responding to this RFP. The information contained in this RFP or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of the Bank shall be subject to the terms and conditions set out in this RFP and any other agreement/ contract to be executed by the Bank. Undertaking letter to be submitted as per Format **Annexure 7**.
- b) As the Selected Bidder will have access to the data of the Bank, the Bank will require the Selected Bidder to sign a confidentiality agreement, non-disclosure agreement, indemnity for not disclosing or part with any information obtained in the execution of the proposed assignment relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in termination or cancellation of the agreement apart from other remedies which shall be available to the Bank against Selected Bidder. The draft of non -disclosure agreement is provided in **Annexure 9**.
- c) The Selected Bidder agree that he/they/it shall hold in trust any Confidential Information received by the Bank, under this RFP and the Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Selected Bidder also agree:
 - i) to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - to only make copies as specifically authorised 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, 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 until the Confidential Information no longer qualifies as Confidential or until the IDBI Bank sends the Successful Bidder a written notice releasing the successful bidder from its obligations under the Confidentiality.

- d) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 10 days of such disclosure. Confidential Information does not include information which:
 - i) the Selected Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - ii) is independently developed by the Selected Bidder without breach of this Contract;
 - iii) information is 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.
- e) The Selected Bidder shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the Selected Bidder.
- f) Notwithstanding the foregoing, the Selected Bidder 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 Bank or may require the Bidder's personnel to have access to computer networks and databases of the Bank while on or off premises of the Bank. It is understood that it would be impractical for the Bank 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 Bank that the Bidder's personnel, sub-Bidders, or agents acquire while on the Bank premises, or through access to the Bank computer systems or databases while on or off the Bank premises, shall be deemed Confidential Information.
- g) Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Contract, 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 an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Bank in respect of the Data, Systems, Services, and Documents etc.
- h) In the event Selected Bidder becomes legally compelled to disclose any Confidential Information, the Selected Bidder shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. Selected Bidder shall not disclose to a third party any Confidential Information or the contents of this Contract 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 Selected Bidder applies to its own similar confidential information but in no event less than

🐞 IDBI BANK

reasonable care. The obligations of this Clause shall survive the expiration or termination of this Contract.

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

12.2 IDBI Bank's Discretion

- a) The Bank shall be under no obligation to act upon the advice rendered by the Bidder for the appointment of other intermediaries. The appointment made by the Bank shall be final and binding on all the Bidders.
- b) In case, if there is substantial change in the composition of the team of the appointed/ Selected Bidder handling the Assignment which can significantly affect its execution, the Bank reserves its right to terminate the agreement without any cost to them and the decision of the Bank will be final and binding.

12.3 **Obligations of the Selected Bidder**

- a) Without prejudice to any other clause mentioned in the RFP, the Selected Bidder has to complete the Assignment and submit the duly signed final report within the timelines prescribed by the Bank. Under no circumstances, the Selected Bidder can withhold sharing of the report as part of his obligation for completion of the Assignment.
- b) In the event, the Selected Bidder does not complete the Assignment within the prescribed timelines, the Bank reserves the right to terminate the contract and award it to the next ranked Bidder. In addition to the same, the Selected Bidder has to indemnify the Bank against any losses, damages incurred by the Bank in consequence to the non-fulfillment of the obligations of the Selected Bidder and in the event of termination of the contract due to any cause whatsoever, the Bank shall be entitled to impose any such obligations and conditions, including instructing the successful bidder to provide necessary assistance/ guidance to the successor Bidder to take over the obligations of the successful Bidder in relation to the execution/continued execution of the scope of this Contract without any further cost and expenses to the Bank.
- c) The agreed fee is payable on completion of assignment as per the mile stone in accordance with the terms of this RFP within the prescribed timelines.

12.4 Corrupt & Fraudulent Practices

- a) The Bidder shall further ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.
- b) As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.

- c) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- d) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- e) The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

12.5 **Disqualification**

Any form of canvassing / lobbying / influence / query regarding status etc., will be liable for disqualification.

12.6 Evaluation of bid

Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the Bidder, not limited to those selection criteria set out in this RFP at any stage of bidding process and the Bidders shall be bound with the same.

12.7 Authentication of Erasures/ Overwriting etc.

Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid authenticates the same by affixing his signature.

12.8 Cost of Bidding

The Bidders shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

12.9 Modification & Withdrawal

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be allowed to be modified after the submission of bid.

No bidder shall be allowed to withdraw the bid once submitted.

12.10 Governing Law and Jurisdiction

- a) The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) The Contract and any questions, disputes or differences arising under and out of, or in connection with the Contract shall be governed by and construed in

accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

12.11 Amendment of Bidding Documents

- a) At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be communicated to the Bidders through e-mail or Bank's website and will be binding on all who are interested in bidding.
- b) In order to provide Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

12.12 Bank's Right to Accept or Reject any Bid or All Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, at its sole discretion and at any stage of RFP without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the reasons or grounds for the Bank's action.

12.13 Deadline for Submission of Bids

Bids must be submitted not later than the specified date and time mentioned in this RFP. If specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time on the next working day unless communicated otherwise. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. Any bid received by the Bank after the deadline for submission of bid will not be taken into consideration by the Bank.

12.14 **Termination of the Contract**

- a. The 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 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 Bank, 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 or results in cessation of its operations. In the event of the happening of any events of the above nature, the Bank 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.

- b. <u>**Termination for Insolvency**</u>: The Bank may immediately terminate the Contract by giving written notice 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 Bank.
- c. <u>Termination for Default</u>: The Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder, may terminate the Contract in whole or in part.
- d. <u>Termination for Convenience</u>: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 15 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience.
- e. The payments will be made for all services rendered to the satisfaction of Bank up to the date the termination becomes effective, at the contracted terms and prices.

12.15 Consequence Of Termination

- a. 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 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.
- b. 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 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 Bank may specify including training, where the successor(s) is a representative/personnel of the 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.
- c. 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 Bank shall not pay the Bidder for the service rendered up to the date of termination. 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 Bank for any such loss, damages or other costs, incurred by the Bank.

- d. Nothing herein shall restrict the right of the Bank to enforce the Deed of Indemnity or other securities furnished by the Selected Bidder and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.
- e. 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.
- f. Termination survives the Contract.
- g. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicise such termination to caution the customers/public from dealing with the Successful Bidder.

13. OTHER INSTRUCTIONS

- a. The Bidder selected for the assignment should adhere to the quality and industry standards, regulatory directions and guidelines and instructions of the Bank in this regard.
- b. The Bidder selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- c. The proposal should be submitted strictly in the formats provided in this RFP document.
- d. The proposal should be free of overwriting/ corrections / alterations.
- e. The proposals and related Annexures should be signed by the authorized representative(s) of the Bidder. The executants' authority to represent and bind the Bidder must be confirmed by a written authority letter issued by the Competent Authority of the Bidder accompanying the proposal.
- f. All bids and supporting documentation shall be submitted in English only.
- g. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- h. It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/ alterations to the RFP document. Any change/ alteration made to the RFP document by the participant

would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the RFP. It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

- i. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.
- j. 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.
- k. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 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.
- m. 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.
- n. 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.
- o. 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.
- p. The Technical Bid shall contain no financial details. 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.
- q. 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).



r. The Bidder shall not make any request for modifications/amendments in the prescribed formats of Contract/Agreement and in any other documents, whether annexed in the RFP documents or not.

13.1 **Publicity**

The Bidder should not make publicity of the proposed Assignment in any form. Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

13.2 **Duration of Contract**

The Selected Bidder shall have to complete the assignment expeditiously within the period prescribed at the discretion of the Bank i.e. 47 days from the date of assignment.

Particulars	Time line [*]
Data collection/ clarification	5 days
Diagnostic Study, Review and	25 days
Validation	
Draft Report	10 days
Signed Final Report	5 days from sign off by the Bank on
	draft report
Knowledge Transfer and Hand	2 day
holding	

*The Bank reserves its rights to extend the above time lines, at its sole discretion.

14. INDEMNITY

- a. The Bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, fraud, misrepresentation or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- b. For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- c. 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. The indemnity has to be executed in the format prescribed by the Bank at **Annexure 12** without any modifications.

15. VALIDITY PERIOD OF THE PROPOSAL/BID

The proposal shall remain valid for 120 days after the last date for submission of proposal.

16. PRE-INTEGRITY PACT

The Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in **Annexure** – 10 of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 1 months after the Contract is awarded to the successful Bidder.

17. <u>REPRESENTATION AND WARRANTS</u>

In order to induce the Bank 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 is a company/firm/entity which has the requisite qualifications, skills, experience and expertise in providing Services contemplated hereunder to the Bank, 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 sought by the Bank, 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 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 Bank specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- IV. That the Bidder has the professional skills, experienced 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 all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct and each Bidder shall be bound by the same and shall continue to remain true and correct through the term of this Contract.



- VI. That there are (a) no legal proceedings pending or threatened against Bidder 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 its team members by any statutory or regulatory or investigative agencies.
- VII. 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.
- VIII. That all conditions precedent under the Contract has been complied.
- IX. 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 constitutional documents as the case maybe.
- X. 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.
- XI. 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 Bank, which may directly or indirectly have a bearing on the Contract or the service.
- XII. 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.

18. <u>RELATIONSHIP BETWEEN THE PARTIES</u>

- I. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Bank and Bidder.
- II. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- III. The Bank has no obligations to the Bidder's team except as agreed under the terms of this Contract.

19. ENTIRE CONTRACT

The terms and conditions laid down in the Bid and all its Annexures thereto as also the Bid document 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.

20. <u>NO ASSSIGNMENT</u>

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

21. PENALTY

In case the Successful Bidder fails to complete the assignment on timelines as stipulated in the RFP, the Bank may claim a penalty of [1%] of the total value of the Contract Price from the Successful Bidder, for every week of delay unless & otherwise extension of time is granted by the Bank at its discretion and the Successful Bidder shall be liable for such claim. Any fractional part of a week shall be considered as a full week. The total amount of penalty shall not, however, exceed [10%] of the total value of the quoted fees. The penalty shall be deducted from the amount due and payable to the Successful Bidder or can also be deducted from any Security of the Successful Bidder or any other amount or deposit of the Successful Bidder with the Bank.

22. INFORMATION SECURITY

- 22.1 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 Bank's premise without written permission from the Bank.
- 22.2 The Bidder personnel shall follow Banks's information security policy and instructions in this behalf.
- 22.3 Bidder acknowledges that Bank's business data and other Bank proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; 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 Bank depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Bank. 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.

- 22.4 The Bidder shall, upon termination of this Contract for any reason, or upon demand by Bank, whichever is earliest, return any and all information and documents or data provided to Bidder by Bank, including any copies or reproductions, both hardcopy and electronic.
- 22.5 The Bidder shall ensure that the equipment / application / software being used during rendering services shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, 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.
- 22.6 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 supplied under the RFP shall be complacent with the ISP and CSP at all times.
- 22.7 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 and shall further purge the sensitive data after the completion of the assignment. The Bidder shall further supply a certificate to the Bank in the form Appended in Annexure 14.
- 22.8 The Bidder shall submit the background verification report and provide training on information security awareness for their employees, in the case of deputing them to work in Bank's premises.

23. FORCE MAJEURE

- a. For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, pandemic or epidemic and quarantine restriction.
- b. If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

(a) materially and adversely affects the performance of obligations of Bidder under the Contract;

(b) are beyond the reasonable control of the Bidder;

(c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and

(d) do not result from the negligence or misconduct of Bidder or the failure of the



Bidder to perform its obligations under the Contract

Upon directions by the Bank, the Successful Bidder shall resume performing of the services in same manner as it would have performed, had there been no such Force Majeure situation.

24. <u>SUCCESSFUL BIDDER OBLIGATION</u>

- a. The Successful Bidder is obliged to work closely with Bank's staff, act within its own authority and abide by directives / instructions issued by Bank from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Bank 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 Bank responsible or obligated.
- b. The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Bank to meet the operational objectives.
- c. 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.

25. <u>SURVIVAL</u>

- a. 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.
- b. 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 Bank notifies the Bidder of its release from those obligations.

26. NO SET-OFF, COUNTER CLAIMS, CROSS CLAIMS

- a. In case the Bidder has any other business relationship with Bank, no right of setoff, 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.
- b. In case the Bidder has any claim, 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.
- c. However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.

27. ADDRESS FOR NOTICE

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

() IDBI BANK

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

(ii) If dispatched by certified or registered mail, postage prepaid, when it is actually received;

(iv) when sent by electronic mail, when said electronic mail is received

All notices and other communication shall be addressed as follows:

In the case of Bank	IDBI Bank Limited Credit Monitoring Group Floor No. 12, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005
	Attn: Shri Salil Baxi (DGM)
	Tel: +91 9930600202, Landline: 22 6655 2010,
	Email: salil@idbi.co.in
In the case of the	<>
Bidder	
	Attn: Shri
	Tel: +91Fax: +91
	Email:

28. <u>VENDOR RISK ASSESSMENT</u>

The risk assessment of the bidder should be completed before on-boarding of the bidder, and thus the bidder is required to give all support and submit necessary documents to the Bank or the authorized vendor(s) appointed by the Bank for the purpose of risk assessment.

29. CYBER INCIDENT REPORTING

Upon discovery of any cyber security incident that may materially affect the confidentiality, integrity, or availability of the Bank's data or system, the Selected Bidder shall immediately notify the Bank (within 30 Minute) without undue delay. Email id for cyber security incident reporting to Bank: idbivendorcyberreporting@idbi.co.in

30. INFORMATION SECURITY POSTURE

The bidder shall comply with the following in case Bank's sensitive data is being processed within its network/premises.

a. All relevant rules and regulations regarding information security and access control, maintaining confidentiality and documenting access.

b. All relevant rules and regulations and policies regarding information security and access control, prohibiting access to public external email servers and controlling external emails sent on behalf of the Bank.

(i) IDBI BANK

- c. Documentation policies and procedures for encryption, safeguarding all sensitive information in accordance with relevant Information Security policies.
- d. Document and test incident response processes and procedures, adhering to all relevant regulatory and statutory guidelines to effectively handle security incidents.
- e. The information security policy, which has been reviewed and approved by management, to meet all necessary standards and requirements.
- f. Maintaining a network diagram depicting the environment of services provided to the Bank, including subcontractors such as Cloud services, along with corresponding access control lists, and a Data Flow Diagram for the service being provided to the Bank.
- g. A comprehensive physical and environmental security program to protect IDBI's resources, including information and documentation etc.
- h. The confidentiality of physical materials shredded when no longer needed
- i. An Information Security and Privacy Awareness Training Program to educate employees and contractors on best practices for ensuring compliance with relevant policies and regulations of the information security.
- j. A comprehensive process for LOG monitoring and detecting network incidents, including deploying and maintaining a Security Information and Event Management (SIEM) system, continuously monitoring network traffic, system logs, and security events, establishing baseline behavior and setting up alerts for anomalous activities, and regularly tuning and updating detection rules and signatures.
- k. Performing periodic vulnerability assessments and penetration tests on their network, servers, and clients to identify and mitigate potential security risks.
- 1. Periodically patching their network, servers, and clients to protect against known vulnerabilities.

*_*_*_*_

Appendix

<u>Detailed Scope of Work</u>: Review of Effectiveness of Early Warning Signals (EWS) application

The broad scope of the assignment shall be as under:

I. Diagnostics for Validation

- Undertake review of the EWS framework, alerts/triggers, EWS risk score & probability of default for credit facilities/ loan accounts for prevention and early detection of frauds. Diagnostics should cover the following:
 - a. Understanding the composition of credit portfolio of the Bank and the targeted customer segments to be covered.
 - Understanding the EWS triggers deployed in the Bank and reviewing the existing EWS triggers for their efficacy for prevention and early detection of frauds.
 - c. Understanding the existing source / data points and mapping of these triggers and reviewing its integrity, robustness for ensuring consistency of the outcomes, proposing alternate sources/ data points/ mapping for ensuring better outcomes.
 - d. Review the logics, threshold values, frequency etc. deployed for triggers for ensuring generation of precise, accurate and relevant alerts.
 - e. Understanding the trigger generation, delivery process and closure workflow process.
 - f. Evaluating relevance and potency of the existing EWS triggers with respect to prevention and early detection and recommending new triggers, improvements, discontinuation of alerts/triggers and trigger frequencies.
 - g. Defining the level of criticality (high/low/ others) of the EWS triggers and proposing actionable based on criticality of these triggers.
 - h. Examining existing EWS alert closure workflow and proposing modifications in the workflow.
 - i. Identification of gaps with respect to processes, triggers, workflow etc. and recommending remedial action to enhance the robustness of the system and consistency of the outcome.
 - j. Analysing EWS scoring process and methodology for ensuring its relevance and testing the accuracy of its outcomes towards providing predictive analysis for probability of default.
 - k. Recommending new data points/ parameters to be incorporated in EWS scoring process/methodology for better and improved EWS scoring process.



II. Deliverables, Knowledge Transfer and Hand holding

As part of Knowledge transfer and hand holding, following would be the deliverables (not limiting to the details given below the Service Provider/consultant may provide additional deliverables pertinent to the project.):

- a. Validation Document consisting data analysis, results, assumptions, limitations, and further areas of work/improvements in EWS triggers and EWS scoring.
- b. Conduct presentations/workshops for the Bank's internal team to share knowledge on all aspects of validation exercise as also the model validation results.
- 4.11 Complete exercise of review of Effectiveness of Early Warning Signals (EWS) application is as follows:

Sr. No.	Task	Indicative Timeline
1	Data collection/ clarification	5 days
2	Diagnostic Study, Review and Validation	25 days
3	Submission of draft report	10 days
4	Submission of final report	05 days
5	Knowledge Transfer and Hand holding	02 days

The scope of work is only indicative and not exhaustive. The successful Bidder will have to render such other services which are necessary and incidental to for successful completion of Assignment. The successful Bidder shall not have access to any internal/external/regulatory inspection report and the exercise shall be independent and unbiased opinion of the vendor.



TECHNICAL PROPOSAL

(On Applicant's letter head)

То

Deputy General Manager IDBI Bank Limited, Credit Monitoring Group, 12th Floor, 'C" Wing IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005

Dear Sir,

Subject: Review of Effectiveness of Early Warning Signals (EWS) application

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection/engagement as Consultant for review of Effectiveness of Early Warning Signals (EWS) application. The proposal is absolute, unconditional and unqualified.

- 2. We agree to keep this offer valid for 120 days (One Hundred Twenty days) from the last Date of submitting the proposal specified in the RFP.
- 3. We agree to undertake the project, if allotted by you, as per the scope of work and in accordance with the timelines prescribed by the Bank as well as on the payment terms mentioned therein.
- 4. We agree and undertake to abide by all the terms and conditions of the RFP Document. We submit this Proposal under and in accordance with the terms of the RFP Document.
- 5. We confirm that the information submitted by us in our bid / proposal is true and correct.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Date:

Place:

List of Document Enclosed: Annexure 2 to 10 except Annexure 6



TECHNICAL BID

Request for Proposal "Review of Effectiveness of Early Warning Signals (EWS) application"

S.No.	Particulars	Details to be furnished for the particulars	Details of Enclosure to be submitted
1.	Name of the Bidder Company/ Firm		Copy of Certificate of Incorporation, Article and
2.	DateofIncorporation/RegistrationofBidderCompany/FirmandCountry of Incorporation		Memorandum of Association/LLP Agreement/Partnership deed or Proprietorship deed, etc., if any.
3.	Complete Address of Bidder Company/ Firm		
4.	PAN of the Bidder Company/Firm		Copy of PAN Card
5.	GST registration number of the Bidder Company/Firm		Copy of GST Registration
6.	Office Address of Mumbai along with date of establishment of office in Mumbai		
7.	Name and Contact details and E-mail id of the nodal person		
8.	Name, address, account number and IFSC of the Bidder's banker		
9.	Particulars of the Authorized Signatory to make commitments to the Bank a) Name b) Designation c) Contact Number d) Fax no. e) E-mail id		Authorization letter on Applicant's letter head along with KYC documents of authorized signatory (copy of self-certified PAN card & address proof or passport)
10.	Past Credential of the Bidder		Briefwrite-upwithdocumentary evidence.Details, if any
11.	Details of the assignments completed/ under execution		Client Certificate/ Contract with client. Proof of completion of successful assignments. Self-



		certification may also be considered at Bank's discretion. Details as per Annexure – 3.
12	Financial Performance of the Bidder	As per Annexure – 3A.
13.	Persons proposed to be assigned for the consultancy services and their profiles	Resume of the identified team persons in the format enclosed as CV format to this documents (Annexure – 4 and Annexure – 4A)
14.	Total Number of Partners of the Bidder including its Affiliates / Group companies / member firms working under the common brand name and engaged in similar activity.	As per Annexure – 5
15	Total Number of full-time professional staff who are FRM/PRM/CFA/CA/Master in Statistics/Mathematics.	
16	Indicative Timeline for completion of the assignment	It should not be more than 115 days.
17	Any other Information considered relevant by the bidder.	

(Signature, name and designation of the authorized signatory)

Date:

Place:



Particulars in respect of engagement as External Agency/Consultant for review of Effectiveness of Early Warning Signals (EWS) application

S. No.	Name of Bank(s)	Balance sheet size of the Bank (₹ Crore)	Brief Details of scope of work

(Signature, name and designation of the authorized signatory)

Note: Client Certificate/Contract with Client in support of the information above should be submitted.



Annexure – 3A

Financial Performance of the Bidder

	Net Worth of the Firm/LLP/Company (₹ Crore)	Revenue from Indian Operations (Rs. Crore)
2022-23		
2023-24		
2024-25		
	Certificate from the Statutor	ry Auditor ^{\$}
	the above information relates to the. ormation available in the books of Fir	
Name of the audit fin	rm:	
Seal of the audit firm	n	
Firm Registration N	0.	
Membership No.		
Date:		
	does not have a statutory auditor, it sh	all provide the certificate from its



PROFILE OF PARTNERS/ DIRECTORS

- 1. Name of the Person :
- 2. Office Address :
- 3. E-mail ID :
- 4. Phone Number Office :

Mobile:

- 5. Date since working in the Firm :
- 6. Professional Qualifications :
- 7. Present Designation :
- 8. Experience :
- 9. Details of successful assignment along with period:

(Signature, name and designation of the authorized signatory)



Annexure – 4A

TEAM MEMBER PROFILE

Details of Persons who will form the team for the proposed Assignment

- 1. Name of the Person :
- 2. Office Address :
- 3. E-mail ID :
- 4. Phone Number Office :

Mobile:

- 5. Date since working in the Firm :
- 6. Professional Qualifications :
- 7. Present Designation :
- 8. Experience :
- 9. Details of successful assignment along with period:

Note: - Format is of minimum requirements and is to be compulsorily furnished

Respondents may furnish additional details, if any

(Signature, name and designation of the authorized signatory)

Details of Partner of the Bidder including its Affiliates/Group companies/ member firms working under the common brand name and engaged in similar activity

Sr. No.	Name of the Memb Firms/Affiliates/GroupCompanie	Membership No. of ICAI/MCA as applicable*

* ICAI- Institute of Chartered Accountants of India/ MCA- Ministry of Corporate Affairs

(Signature, name and designation of the authorized signatory)



COMMERCIAL PROPOSAL/FINANCIAL BID

Covering Letter (On Applicant's letter head)

Shri Salil Baxi Deputy General Manager IDBI Bank Limited, Credit Monitoring Group –12th Floor IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005

Dear Sir,

Subject: Review of Effectiveness of Early Warning Signals (EWS) application

With reference to your RFP Document dated, We submit here below the Commercial Proposal for selection as Consultant for above.

(Rupees)

S.No	Description	Financial Bid Rs.
1.	Assignments as per Scope of Work of RFP document	
2.	Applicable Taxes	
	Total Including Taxes	
Rupees	S:	

It is confirmed that no fee/reimbursement other than above would be claimed.

Yours sincerely

(Signature, name and designation of the authorized signatory)

Date:

Place:

Note: Bidders cannot prescribe any time limit for validity of the financial bid



UNDERTAKING LETTER – CONFIDENTIALITY

(Undertaking from the bidder on their company's letter head)

We (and our employees) shall not, unless Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and / or contract, or any specification, plan, sample or information furnished by the Bank, in connection therewith to any person other than a person employed by the Bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance and strictly on need to know basis. The employees engaged by us will maintain strict confidentiality.

We (and our employees) shall not without prior written consent from the Bank make use of any document or information given by the Bank, except for purposes of performing the contract award.

In case of breach, we shall be liable and the Bank shall take such legal action as deemed fit.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Date:

Place:



UNDERTAKING / DECLARATION

(Undertaking from the bidder on their company's letter head)

The bidder(s) shall furnish the following Undertaking as part of the proposal (Company Letter Head). The certificate should be signed by the authorized signatory of the bidder. The content of the certificate must not be changed.

We hereby undertake and declare that we fulfill the eligibility criteria prescribed in the RFP of IDBI Bank dated July 11, 2025 for Selection/Engagement of Firm/Group for undertaking validation effectiveness of the Early Warning Signal (EWS) triggers / alerts, EWS risk score & probability of default

It is certified that we have not been black listed/debarred by any Bank/Government Department/any other Authority in the past and also in the caution list of IBA.

We certify that there has been no conviction by a court of law or indictment/ adverse order by any regulatory authority for any offence or wrong doing against us or the CEO, Directors of our concern. It is further certified that there is no investigation pending or threatened against us or the CEO/ Directors

We certify that working for IDBI Bank in relation to the proposed assignment / transaction does not and will not conflict with the other assignments that we have or may have. It is certified that no conflict of interest exists as on date and if in future such a conflict of interest arises, we will forthwith intimate the same to IDBI Bank. We agree that IDBI Bank's decision on whether there exists "conflict of interest" or not shall be final, conclusive and binding on us and we will not question, challenge or contest the same. Further, we hereby undertake that the decision taken by the Selection Committee of IDBI Bank regarding the qualified Bidder shall be binding upon us".

We further certify that we will not share Confidential Information with other assignment teams working for other clients or any other staff member who may be conflicted.

We certify that we are aware that relying on the above certifications, IDBI Bank has considered our appointment / engagement as a Consultant and any misrepresentation or suppression or concealment shall forthwith result in disqualification and termination of our engagement. We certify that we are also aware that if during the pendency of the proposed transaction, if we are convicted of any grave offense or any wrong doing whatsoever by any court, tribunal or quasijudicial or governmental or regulatory or administrative authority, the disqualification shall ipso facto fasten to us resulting in forthwith termination of our engagement.

(Signature, name and designation of the authorized signatory)

Date: Place:



Annexure 9 NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into **Between**

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956), a company within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and also a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called "IDBI Bank" 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 Successful Bidder" 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;

IDBI Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party

WHEREAS IDBI Bank vide its Request For Proposal No. **IDBI BANK/CMG/RFP/25-26/01** dated July 11, 2025 (RFP) had invited for the Bids from eligible Bidders for appointment/engagement of Firm/Group for review of Effectiveness of Early Warning Signals (EWS) application undertaking as per the scope of work mentioned in the RFP. The Successful Bidder, after going through the RFP and being interested to perform/deliver the said Services, participated in the bidding process, submitted its Bid and emerged as Successful bidder

WHEREAS the Successful Bidder had entered into an Agreement dated [•] (the Contract) for the performance/delivery of Services by the Successful Bidder.

WHEREAS, the Successful Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the RFP/ the Contract and thereafter regarding the Services as furnished by it in RFP or otherwise i.e. the Successful Bidder and/ or its employees comes into contract of such information during the providing service and all the Confidential Information under the RFP /the Contract is privileged and strictly confidential and/or proprietary to IDBI Bank and Successful Bidder also agrees and confirms, the manner in which such Confidential Information is to be treated by them and which shall be in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing, the Successful Bidder agrees to all of the following conditions for grant of access to IDBI Bank's property/information and other data.

It is hereby agreed as under: Signature of Bidder Representative Duly authorized to sign for and on behalf of Bidder.



For the purpose of this Agreement:

"" Confidential Information" means all intellectual property information; technical or business information or material not covered; 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, projections, operations, sales estimates, performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; plans for products or services, and customer or supplier lists; any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;, any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, databases, inventions, information and trade secrets; personal Information about current and prospective customers, all written information of whatever nature (financial, technical, credit, operations, commercial, legal or otherwise), information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the vendor in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information and such other information of IDBI Bank not known in the trade and industry the disclosure of which may be harmful to the interest of IDBI Bank. The term Confidential Information shall also include, without limitation, the fact that the discussions are taking place in connection with the Proposed Transaction.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

a) The Successful Bidder agree that they shall hold in trust any Confidential Information received by them, under the Contract and the strictest of confidence shall be maintained in respect of such Confidential Information. The Successful Bidder also agree and undertake to:

- (i) Maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein;
- (ii) 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) 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) Ensure that it fully complies with the specific provisions of the Rules as well as the Information Technology Act, 2000, (hereinafter, "Act") dealing with data protection and

🐞 IDBI BANK

privacy. The vendor shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the sensitive personal data and information;

- (v) Collect Confidential Information, sensitive personal data and information only as is required to fulfil its obligations under this Agreement and shall indemnify IDBI Bank for any breach of the Act or Rules which renders the later liable for any costs, claims or expenses;
- (vi) Promptly provide IDBI Bank with notice of any actual or threatened breach of the terms of this Agreement, or of any actual or threatened misappropriation, wrongful use or loss of the Confidential Information and shall take such reasonable steps to limit the scope and extent of the unauthorized disclosure, breach, wrongful use, misappropriation or loss.
- (vii) 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 [5] years from the date of such termination.
- b) Confidential Information does not include information which:
 - (i) The Successful Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) Is independently developed by the Successful Bidder without breach of the Contract;
 - (iii) Is in 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 Bank.

The Successful Bidder 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 the Contract may require the Successful Bidder's personnel to be present on premises of IDBI Bank or may require the Successful Bidder's personnel to have access to computer networks and databases of IDBI Bank while on or off premises of IDBI Bank. It is understood that it would be impractical for IDBI Bank to monitor all information made available to the Successful Bidder's personnel under such circumstances and to provide notice to the Successful Bidder's of the confidentiality of all such information. Therefore, the Successful Bidder agrees and undertakes that any technical or business or other information of IDBI Bank that the Successful Bidder's personnel, or agents acquire while on IDBI Bank premises, shall be deemed Confidential Information.

- d) Confidential Information shared by the Bank shall at all times remain the sole and exclusive property of the Bank. Upon termination of the Contract, 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 an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of IDBI Bank in respect of the Confidential Information.
- e) In the event that Successful Bidder hereto becomes legally compelled to disclose any Confidential Information, Successful Bidder shall give sufficient written notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. Successful Bidder shall not disclose to a third Party any Confidential Information or the contents of this Contract 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 Successful Bidder 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 the Contract.

f) Reverse Engineering

The Successful Bidder acknowledges that during the course of performance of Services/its obligations under the Contract/RFP, it may get an access to the software(s) owned by /licensed to IDBI Bank. Successful Bidder warrants that it shall use such software only for the purpose of the Contract/this RFP and shall not do the following:

(i) Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive its source code;

(ii) Modify, translate, adapt, alter, or create derivative works from it;

- (iii) Copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit it; or
- (iv) Distribute, sublicense, rent, lease, loan it to any third party
- g) For the avoidance of doubt, nothing contained herein shall compel or oblige IDBI Bank to provide to the Successful Bidder with all or any Confidential Information requested by the Successful Bidder and that IDBI Bank shall be entitled at its discretion to decline to supply to the Successful Bidder with any or all part of such information.
- h) The Successful Bidder shall ensure that they and their personnel comply with all Data Protection Laws/Regulations, wherever applicable. For the purpose of this clause and Agreement,

"Data Protection Laws/Regulations" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data (as defined below) or privacy of an individual including (without limitation):

The Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") as amended from time to time and any other applicable rules framed thereunder;

All other applicable industry guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage,

(i) IDBI BANK

collection and/or application of Personal Data or privacy of an individual issued by any regulator to any of the Parties; and

Any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.

"Personal Data" includes any information relating to an identified or identifiable natural person that is obtained by the IDBI Bank.

"Customer Personal Data" includes any Personal Data obtained by IDBI Bank from its customers; and

"Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

- i) The Successful Bidder shall use reasonable technical and organizational measures to ensure the security and confidentiality of the Customer Personal Data in order to prevent, among other things: (i) accidental, unauthorized or unlawful destruction, alteration, modification or loss of the Customer Personal Data. (ii) accidental, unauthorized, or unlawful disclosure or access to the Customer Personal Data. (iii) unlawful forms of Processing. The security measures taken shall be in compliance with applicable Data protection regulations and shall be adapted to the risks presented by the processing and the nature of the Customer Personal Data to be Processed, having regard to the state of the art and the cost of implementation. The Successful Bidder shall immediately inform IDBI Bank of any breach of this security and confidentiality undertaking, unless prohibited from doing so by law.
- j) This Agreement will continue to remain in full force and effect for so long as IDBI Bank continues to provide Confidential Information to the Successful Bidder and for as long as information disclosed remains Confidential Information. This Agreement may be terminated by IDBI Bank by giving the Successful Bidder no less than ten (10) days prior written notice or upon the expiry of the purpose for which it is signed; provided, however, that, notwithstanding anything herein to the contrary, Successful Bidder's obligations with respect to each item of the Confidential Information will survive irrespective of the termination of this Agreement.
- k) The Successful Bidder shall indemnify and hold harmless IDBI Bank, its affiliates, directors, employees, agents and representatives at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, costs, charges, expenses in relation to suits, or proceedings of whatever nature suffered by them due to any breach by Successful Bidder of its obligation under this Agreement.
- 1) The provisions hereunder shall survive termination of the Contract.
- m) This Agreement is governed by laws of India. Any dispute arising out of this Agreement shall be referred to the Courts of Mumbai and no other court/forum shall have the jurisdiction to entertain and try the matters relating to or arising from and out of this Agreement.

Authorized Signatory: Name :

Signature of Bidder Representative Duly authorized to sign for and on behalf of Bidder.

Page **57** of **73**

RFP FOR APPOINTMENT OF CONSULTANT FOR REVIEW OF EARLY WARNING SIGNALS (EWS) APPLICATION



Designation: Office Seal:

Place: Date: Accepted – Bank



PRE CONTRACT INTEGRITY PACT

(TO BE STAMPED ON ₹ 500/- STAMP PAPER)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____day of the month of ______ 20___, between,

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2(20) of the 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), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its Credit Monitoring Department/ Office at 12th floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai, 400005 (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

M/s _______ represented by Smt/ Shri_______, MD/ CEO/ CMD/____/ (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

And

WHEREAS the PRINCIPAL proposes for appointment/engagement of Firm/Group for undertaking review of Effectiveness of Early Warning Signals (EWS) application and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Banking Company performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be \cdot entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL



1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERs

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with PRINCIPAL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with PRINCIPAL.
- 3.3 The BIDDER further confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of services covered in the bid



documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERs to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against PRINCIPAL and/ or other BIDDERs/ Contractor(s).
- 3.14 BIDDERs are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.
- 3.15 Foreign BIDDERs if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 3.16 BIDDERs to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years

immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:
 - 5.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
 - 5.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 5.1.3 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - 5.1.4 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
 - 5.1.5 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - 5.1.6 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.
- 5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1.1 to 5.1.6 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter XII of Bharatiya Nyaya Sanhita 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The BIDDER undertakes that it has not rendered similar services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar service was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference



in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

7. Independent External Monitors

- 7.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
- 7.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL i.e. at Mumbai.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

11.2Should one or several provisions of this Pact tum out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at ______ on _____

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Office Seal

Designation

Name

Signature (For & on behalf of the PRINCIPAL) Contractor) Signature (For & on behalf of the BIDDER/

() IDBI BANK

Office Seal Name Designation

Witness 1: (Name & Address)

Witness 2:

(Name & Address)

[Provisions of the above clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].

(i) IDBI BANK

Annexure – 11

Checklist

S.No.	Envelope No.	Details	Yes/No			
1	1 (Unsealed)	Duly signed authority letter (company letterhead) authorising the executants to sign the bid on behalf of the firm				
2		Signed Checklist – Annexure – 11				
		Technical Bid				
3		Covering Letter for Technical Offer – Annexure - 1				
4		Copy of Certificate of incorporation, Article and Memorandum of Association / LLP Agreement/Partnership deed or Proprietorship deed, if any– Annexure - 2				
5		Copy of GST Registration and PAN Card – Annexure – 2				
6		Particulars of the Authorized Signatory – Annexure – 2				
7	Past Credential of the Bidder – Annexure – 2					
8	2	Details of the assignments completed/ under execution – Annexure – 3				
9	(Sealed)	Financial Performance of the Bidder- Annexure – 3A				
10		Profile of Partners/Directors- Annexure - 4				
11		Team member profile Annexure – 4A				
12		Details of Bidder/ Affiliates/ Group companies –Annexure – 5				
13		Undertaking Letter – Confidentiality– Annexure – 7				
14	Undertaking /Declaration – Annexure – 8					
15		Stamped Non-Disclosure Agreement – Annexure – 9				
16		Stamped Pre Contract Integrity Pact – Annexure – 10				
		Commercial Bid				
17	3 (Sealed)	Commercial Proposal for Financial Bid – Annexure – 6				

Please Note:

The Bidder to check the contents of each of the THREE (3) Envelopes and submit the proposal in a SINGLE MASTER COVER (THREE Envelopes).

(Signature, name and designation of the authorized signatory)

Place: Date:



DEED OF INDEMNITY

(To be submitted by the Successful Bidder on Stamp Paper of relevant value))

This Deed of Indemnity executed at Mumbai on the ______ day of ______ two thousand Twenty Five by M/s ______ <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 registered and incorporated under the Companies Act, 1956 (1 of 1956) and a and company within the meaning of section 2(20) of companies Act, 2013 and also a Banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as "the 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 the Obligor wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party".

WHEREAS, the Bank vide Request for Proposal (RFP) No **IDBI BANK/CMG/RFP/25-26/01** dated July 11, 2025 invited bids for engagement of consultants for undertaking review of Effectiveness of Early Warning Signals (EWS) application (*Brief Description of Services*).

- **1.** The Obligor has
 - a) offered to provide said services stated under Scope of work under the RFP;
 - b) 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;
 - c) represented and warranted that the aforesaid Services offered to the 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 the Bank;
 - d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with the Bank;

- 2. The 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 _____(DD/MM/YYYY) (the Contract) with the Obligor;
- **3.** One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of the 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 the Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of the 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:

- 1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, representatives, agents and employees and keep them indemnified from and against any costs, damages, 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 or any third parties or liabilities of any kind howsoever suffered 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 claim arising due to infringement of Intellectual Property Rights including but not limited to patent, trademark, logo, copy-rights or industrial drawings and design arising from use of the services or any part thereof otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- 2. 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.
- **3.** 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 Bank 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.

- **4.** 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.
- **5.** 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.
- 6. 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).
- 7. This indemnity shall survive the aforesaid Contract.
- **8.** 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.
- **9.** 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 at Mumbai. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of Courts at Mumbaiin any such action, suit or proceeding.
- **10.** The 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 (M/s ______) by the hand of Mr/Ms/Mrs ______), the authorized official of the obligor



CONTRACT FORM

(To be submitted by the Successful Bidder)

THIS AGREEMENT made at ______ the _____ day of ______ two thousand twenty five between IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and also a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called **"the Bank"** 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

M/s ______ (*Name of Successful Bidder*) of ______ (Please specify the registered office of the *Successful Bidder*) (Hereinafter called **"the Service Provider**" 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 Bank and Service Provider are hereinafter collectively referred to as "Parties" and individually as "Party"-

WHEREAS the Bank vide Request for Proposal (RFP) No IDBI BANK/CMG/RFP/25-26/01 dated July 11, 2025 invited bids for engagement/appointment of consultants for review of Effectiveness of Early Warning Signals (EWS) application (*Brief Description of Services*) and has accepted a bid by the Service Provider for rendering of the Services for the sum of Rs._______ only) (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

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

- 1. 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.
- 2. The signed original copy of the RFP No. **IDBI BANK/CMG/RFP/25-26/01**, dated July 11, 2025, along with the addenda, annexures, _submitted by the Service Provider with the Bank shall form an integral part of this contract form.
 - a. The Parties hereto by way of abundant precaution do hereby agree, admit & declare that the entire 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.



- b. 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 Bank to the Service Provider as hereinafter mentioned, the Service Provider hereby agrees and covenants with the Bank to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 3. In consideration of the payments to be made by the Bank to the Service Provider as hereinafter mentioned, the Service Provider hereby agrees and covenants with the Bank to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 4. The Bank hereby agrees and covenants to pay the Service Provider in consideration of the rendering of the Services, furnish necessary undertakings 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: ______ (DD/MM/YYYY)

ature
s:

Signed and Delivered by the within named

M/s ______ (DD/MM/YYYY)

IN THE PRESENCE OF:

IN THE DRECENCE OF

1. Signature	2. Signature
Name:	Name:
Address:	
	Address:



INFORMATION SECURITY CERTIFICATE (To be submitted on Letterhead of the Bidder)

Reference: RFP for Engagement/Appointment of Consultants for review of Effectiveness of Early Warning Signals (EWS) application (IDBI Bank/CMG/RFP/25-26/01: July 11, 2025)

This is to certify that-

- 1. Hardware and the software being used 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.
 - (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 or information, sabotage & information extortion;
- 2. We undertake to be liable in case of any loss that may be caused to the Bank 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
- Signature : Name : Designation : Office seal :

() IDBI BANK

Annexure – 15 SELF DECLARATIONS (To be submitted on the Company's Letter Head)

To, Salil Baxi Deputy General Manager, Credit Monitoring Group, IDBI Bank Limited, 12th Floor, IDBI Tower, WTC Complex Cuffe Parade Mumbai – 400005

Dear Sir,

Reference: RFP for review of Effectiveness of Early Warning Signals (EWS) application (IDBI Bank/CMG/RFP/25-26/01: July 11, 2025)

We,			(name	and	design	nation)	on	behalf	of	M/s
		hav	ing its re	gistered	office	at				
have	submitted	а	Bid	prop	osal	to	IDBI	B	Bank	for
						in res	sponse	to the	Reques	st for
Proposal (RFP) dated (DD/MM/YYYY) issued by IDBI Bank.										

i. We are duly authorized persons to submit this undertaking.

- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. 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.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. 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.
- vii. 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, private sector banks or statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.



- ix. 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.
- x. 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 / Bid Document.

Dated this _____ day of _____ 2025

(Authorized Signature)

(Company Seal) Name: Shri ______ In the capacity of ______ Duly authorized to sign bids for and on behalf of: M/s______