

**Request for Proposal (RFP)**  
**For**  
**Upgradation of OFSAA and Implementation of**  
**IRRBB, Basel-Capital Adequacy & Analytics**  
**and IFRS Solution.**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44:**  
**December 01, 2023)**

Dy. General Manager  
Procurement Group, Information Technology  
Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41, Sector 11,  
CBD Belapur,  
Navi Mumbai - 400614.  
Tel. No. 022 – 66700737/ 6740 1738



## Contents

ABBREVIATIONS USED IN THIS DOCUMENT .....	6
SECTION 1 .....	8
INVITATION TO BID .....	8
DISCLAIMERS .....	10
SCHEDULE OF EVENTS .....	12
A. INTRODUCTION .....	15
1. OVERVIEW .....	15
2. OBJECTIVE .....	15
3. ELIGIBILITY CRITERIA.....	15
B. RFP BIDDING DOCUMENTS .....	16
1. COST OF BIDDING .....	16
2. DOCUMENTS CONSTITUTING THE RFP .....	16
3. CLARIFICATION IN BID DOCUMENT .....	16
C. PREPARATION & SUBMISSION OF RFP BID .....	17
1. LANGUAGE OF RFP .....	17
2. GENERAL INSTRUCTIONS .....	17
3. BID FORM: .....	19
4. DEADLINE FOR SUBMISSION OF RFP BIDS .....	19
5. MODIFICATION AND WITHDRAWAL OF BIDS .....	19
6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:.....	20
7. EARNEST MONEY DEPOSIT (EMD) .....	20
8. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE SECURITY DEPOSIT (PSD) .....	21
D. OPENING AND EVALUATION OF RFP BID .....	22
1. PRELIMINARY CHECK .....	22
2. TECHNICAL BID EVALUATION .....	23
3. ONLINE REVERSE AUCTION (ORA) .....	28
4. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS .....	28
5. ACCEPTANCE OF BID .....	29
6. SIGNING OF CONTRACT.....	29
7. IT OUTSOUCE POLICY .....	29
SECTION 2 .....	30
1. PAYMENT TERMS .....	30
2. SCOPE OF WORK .....	31

<b>3. SERVICE LEVEL REQUIREMENTS.....</b>	<b>64</b>
<b>SECTION 3 .....</b>	<b>69</b>
1. DEFINITIONS:.....	69
2. INTERPRETATION:.....	71
3. CONDITIONS PRECEDENT .....	71
4. STANDARD PERFORMANCE: .....	72
5. USE OF CONTRACT DOCUMENTS AND INFORMATION: .....	72
6. INDEMNITY .....	73
7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS .....	73
8. INSPECTION & QUALITY CONTROL TESTS/CHECK .....	74
9. MANUALS.....	74
10. ACCEPTANCE CERTIFICATES.....	74
11. INCIDENTAL SERVICES:.....	74
12. CHANGE ORDERS / ALTERATION / VARIATIONS .....	75
13. CONTRACT AMENDMENT .....	76
14. LIQUIDATED DAMAGES.....	76
15. DEFICIENCY IN THE BIDDER'S PERFORMANCE .....	77
16. DISPUTE RESOLUTION .....	77
17. ADDRESS FOR NOTICE .....	78
18. TAXES & DUTIES .....	79
19. SUCCESSFUL BIDDER INTEGRITY.....	80
20. SUCCESSFUL BIDDER OBLIGATION .....	80
21. SURVIVAL .....	80
22. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS .....	81
23. THE TRI-PARTITE AGREEMENT .....	81
24. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS .....	81
25. STATUTORY REQUIREMENTS .....	81
26. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT.....	82
27. CONTRACT PRICE.....	82
28. INFORMATION SECURITY .....	83
29. OWNERSHIP AND RETENTION OF DOCUMENTS .....	84
30. DATA AND HARDWARE.....	84
31. REPRESENTATIONS AND WARRANTS.....	85
32. CONFIDENTIALITY.....	87

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

33. TERM AND EXTENSION OF THE CONTRACT .....	88
34. CONFLICT OF INTEREST .....	89
35. FRAUD & CORRUPT PRACTICES .....	90
36. TERMINATION .....	91
37. CONSEQUENCE OF TERMINATION.....	92
38. PUBLICITY .....	93
39. NO ASSIGNMENT .....	93
40. RELATIONSHIP BETWEEN THE PARTIES .....	93
41. ENTIRE CONTRACT .....	94
42. JURISDICTION OF COURT .....	94
43. “NO CLAIM” CERTIFICATE .....	94
44. COMPLETION OF CONTRACT .....	94
45. PENALTY .....	94
46. INSURANCE.....	94
47. LIMITATION OF LIABILITY .....	95
48. FORCE MAJEURE .....	96
49. PRE CONTRACT INTEGRITY PACT .....	97
SECTION 4 .....	98
1. TECHNICAL BID FORM (ANNEXURE-1) .....	98
2. INDICATIVE COMMERCIAL BID (ANNEXURE-2) .....	100
3. PRICE SCHEDULE – FORMAT (ANNEXURE-3) .....	103
4. FORMAT OF POWER-OF-ATTORNEY (Annexure – 4) .....	104
5. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 5) 106	
6. SELF DECLARATIONS (ANNEXURE – 6) .....	107
7. CONTRACT FORM (ANNEXURE – 7) .....	109
8. PERFORMANCE BANK GUARANTEE (ANNEXURE – 8).....	111
9. NON-DISCLOSURE AGREEMENT (ANNEXURE – 9).....	114
10. DEED OF INDEMNITY (ANNEXURE – 10).....	117
11. ACCEPTANCE CERTIFICATE (ANNEXURE – 11) .....	120
12. COMPLETION CERTIFICATE (ANNEXURE-12).....	122
13. LETTER FOR REFUND OF EMD (ANNEXURE – 13).....	123
14. TECHNICAL PROPOSAL Evaluation (ANNEXURE – 14).....	124
15. ELIGIBILITY CRITERIA COMPLIANCE SHEET (Annexure – 15) .....	128

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

16. EVALUATION OF ELIGIBILITY CRITERIA (ANNEXURE-16).....	131
17. EXPERIENCE CERTIFICATE (ANNEXURE-17).....	133
18. PROJECT TEAM PROFILE (ANNEXURE-18) .....	134
19. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 19) .....	137
20. PRE – BID QUERIES (ANNEXURE – 20) .....	138
21. BIDDER PROFILE (ANNEXURE – 21) .....	139
22. LIST OF REPORTS (ANNEXURE – 22) .....	140
23. PRE INTEGRITY PACT (ANNEXURE-23).....	142
24. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-24)	151
25. SERVICE LEVEL AGREEMENT (ANNEXURE – 25) .....	153
26. <b>INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-26)</b> .....	171

## ABBREVIATIONS USED IN THIS DOCUMENT

S.No	Acronym	Full Form
1	ALM	Asset Liability Management
2	BAU	Business as Usual
3	BCBS	Basel Committee on Banking Supervision
4	CAM	Capital Assessment Module
5	CCF	Credit Conversion Factor
6	CRM	Credit Risk Mitigation
7	DC	Data Centre
8	DR	Disaster Recovery
9	EAD	Exposure at Default
10	ECL	Expected Credit Loss
11	EDW	Enterprise Data Warehouse
12	EIR	Effective Interest Rate
13	ETL	Extraction , Transform and Load
14	EVaR	Economic Value at Risk
15	EVE	Economic Value of Equity
16	FRSM	Functional Requirement Specification Manual
17	FTP	Fund Transfer Pricing
18	IFRS	International Financial Reporting Standards
19	IRRBB	Interest Rate Risk in Banking Book
20	LCR	Liquidity Coverage Ratio
21	LGD	Loss Given Default
22	LIBOR	London Interbank Offer Rate
23	LRM	Liquidity Risk Management
24	MIS	Management Information System
25	MOC	Memorandum of Changes
26	NII	Net Interest Income
27	NMD	Non Maturity Deposit
28	NSFR	Net Stable Funding Ratio
29	OBIEE	Oracle Business Intelligence Enterprise Edition
30	OFSAA	Oracle Financial Services Analytical Application
31	PD	Probability of Default
32	PIT	Point in Time
33	PM	Profitability Management
34	RCA	Report on Capital Adequacy
35	RDBMS	Relational database management system
36	RFP	Request for Proposal
37	RFR	Risk Free Rate
38	RWA	Risk Weighted Asset
39	SLS	Structured Liquidity Statement
40	TAT	Turn Around Time

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

41	TCO	Total Cost of Ownership
42	TTC	Through the cycle
43	UAT	User Acceptance Testing

## SECTION 1

### INVITATION TO BID

In order to fulfill the requirement **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.** at IDBI Bank. IDBI Bank Ltd.(hereinafter referred to as “**IDBI Bank**” / “**the Bank**”) (a company incorporated and registered under Companies Act, 1956 and a company within meaning of Section 2(20) of Companies Act, 2013 and a Banking Company under Section 5(c) of Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 having registered office at, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005). proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as “**Bidder**”) who are capable and willing to supply, install, commission and maintain **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.** at IDBI Bank as required by branches and offices of BANK within the given timeline in an efficient manner and as per details listed out in this document. The applicant/ Bidder should have the capability to timely supply, deliver, install, and implement, commission as per the RFP requirement to meet Scope of Work, Service Level and Technical requirement.

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

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal <https://eauction.auctiontiger.net/EPROC/> .

The RFP bid document should be submitted to the office of:

**Dy. General Manager**

**Procurement Group, Information Technology Department IDBI Bank Limited,**

**IDBI Annex Building, Plot No: 39-41, Sector 11, CBD Belapur,**

**Navi Mumbai - 400614. Tel. No. 022 – 6740 1738**

**Email: [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in)**

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit and Bid fee as specified in the Bid document.
- 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.
- 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 all amendments will be advised to the bidders and such amendments will be binding on them.
- **It is highly recommended that the bidders are instructed to submit their bids well within time instead of waiting till the last date to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of**

Signature of Bidder Representative

Duly authorized to sign

for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 8 of 171

01-Dec- 2023



this context, neither IDBI Bank nor e-Procurement Technologies Ltd. (Auction Tiger) will be responsible for such eventualities.

- All the documents to be submitted duly digitally signed by competent authority as per Bank's prescribed format only.
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website (<https://www.idbibank.in/> (Quick Links-->Notices and Tenders) and e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>)

## DISCLAIMERS

The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of IDBI BANK LIMITED, (“IDBI Bank”/ “the Bank”) is provided to the Bidder subject to 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 is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the selected Bidder or concessionaire, as the case may be, for the project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any

loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process. Bids not satisfying the procedure prescribed in the RFP document will be treated as invalid and rejected summarily.

**It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website <https://www.idbibank.in/> ([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 and e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).**

## SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	<b>RFP Reference</b>	<b>IDBI-Bank/ITD/VMG/RFP/23-24/44</b>
2.	Date of commencement of Bidding process (Issue of RFP)	<b>December 01, 2023</b>
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	<b>December 08 , 2023 up to 18:00 hours</b>
4.	Online Pre-Bid Meeting Date & Time.	<b>December 12, 2023 up to 16:00 hours</b>  Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate.  <b>Company Name:</b> <b>Representative Name:</b> <b>Designation:</b> <b>Email ID:</b> <b>Contact:</b>  <b>Note: The link will be shared to registered bidders through mail.</b>
5.	Last Date & Time for Bid submission.	<b>December 27, 2023 up to 16:00 hours</b>  The bid documents have to be submitted through electronic mode through the e-Tendering Portal ( <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a> )  Please refer the instructions to the bidders for online mode ( <b>Annexure-26</b> ).
6.	Date and Time for opening of Bid	<b>December 27, 2023 at 16:30 hours</b>  The bid documents have to be opened through electronic mode through the e-Tendering Portal <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a>

7.	Place of opening of Bids / Pre – bid meeting / Communication	Dy. General Manager Procurement Group, Information Technology Department IDBI Bank Limited, IDBI Annex Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400614. Email: <a href="mailto:dgm.itvmg@idbi.co.in">dgm.itvmg@idbi.co.in</a>
8.	Online Reverse Auction (ORA)	Date & Time will be intimated to the shortlisted Bidders.
9.	Bid Fee	<b>Non Refundable fee of Rs.20,000/- + GST (Currently 18% GST)</b>
10.	Earnest Money Deposit (EMD)	<b>Rs. 20,00,000/-(Rupees Twenty Lakh Only). To be deposited separately .</b>
11.	Submission of Bid Fee and EMD	Bid Fee & EMD must be deposited by the bidder through <b>electronic mode (NEFT) to Beneficiary Name: IDBI Bank LTD, the name account is: “ITD Account for Tenders” and the A/c No. - <u>18337000010848, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614.</u></b> Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered.  <b>Note: Bid fee and EMD amount to be deposited separately.</b>
12.	Security Deposit/PBG	Successful tenderer/s will have to give Security Deposit of <b>3%</b> of the contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity of 66 months (54 months contract period + 12 months claim period) from the date of issue of PBG and directly forwarded to the Bank. The PBG will have to be renewed / resubmitted with fresh validity of Supplementary Contract Period + claim period of 12 months in case of extension of the contract. Previous PBG will be returned only when the renewed PBG is received by the Bank.

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has **171** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule, therefore.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

5. **Micro and Small Enterprises – Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines listed there as well as those issued by GOI from time to time shall be eligible. Exemption from payment of EMD & Cost of bid document will be provided only on submission of proof of registration (A copy of NSIC / MSME Registration Certificate).**

## A. INTRODUCTION

### 1. OVERVIEW

1.1. IDBI Bank Ltd (“**IDBI Bank**” / “**the Bank**”) is a Company incorporated and registered under Companies Act, 1956 (1 of 1956) and a Company within meaning of section 2 (20) of Companies Act 2013 (18 of 2013) and Banking Company under 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. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

### 2. OBJECTIVE

2.1. IDBI Bank has implemented Oracle Financial Services Applications (OFSAA), namely Oracle Financial Services Funds Transfer Pricing & Performance Analyzer, Profitability Management and Oracle Financial Services Asset Liability Management and Liquidity Risk Management. The reporting tool used for generating reports out of these applications is OBIEE (Oracle Business Intelligence Enterprise Edition). IDBI Bank is currently on OFSAA Version 8.0.2 and Oracle Business Intelligence 11G version. The Bank is planning to migrate on a higher version of OFSAA i.e. OFSAA 8.1.x or any of the higher/latest version of OFSAA available at the time of migration/implementation, with enhanced functionalities, analytics and performance.

2.2. The purpose of this RFP is to invite bids from reputed System Integrators (SI) for necessary upgrade of the OFSAA (version 8.1.x or any of the higher/latest version of OFSAA available at the time of migration/implementation) from the existing OFSAA version (running FTP/PFT/ALM/LRM solutions) and implementation of IRRBB (under the existing ALM module), Basel-Capital Adequacy & Analytics (hereinafter called as “**Basel**”) and IFRS 9 Solution including all the related requirements thereto constituting the scope of the assignment.

### 3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in **Section 4 (Annexure-15)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

**Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should 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 should 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.**



## B. RFP BIDDING DOCUMENTS

### 1. COST OF BIDDING

- 1.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**.
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 1.3. In case, the RFP/Bid Document is downloaded from IDBI Bank's website [www.idbibank.in](http://www.idbibank.in), the cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 1.4. The Bidder shall bear all 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.

### 2. DOCUMENTS CONSTITUTING THE RFP

- 2.1. This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders (**Section - 1**), Terms & Conditions of Contract (**Section - 2**), Legal Terms (**Section - 3**) and various annexure (**Section - 4**). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

### 3. CLARIFICATION IN BID DOCUMENT

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at **Annexure 20**. Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or / and through an email.
- 3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit Bank's website to get updated on any changes / development in relation to this RFP.

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



## C. PREPARATION & SUBMISSION OF RFP BID

### 1. LANGUAGE OF RFP

1.1. The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

### 2. GENERAL INSTRUCTIONS

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

2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, Bank's response to Pre-bid queries and Corrigendum's, if any.

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

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

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

2.6. The bid response, duly addressed to Deputy General Manager, Procurement Group, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified in the Schedule of Events and must be through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) on or before due date.

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

2.8. 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.

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

2.10. 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.

2.11. 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.

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

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

2.14. 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.

2.15. The Technical Bid shall contain no financial / commercial 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.

2.16. 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).

**2.17. The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.**

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

2.19. The Bid Documents may be downloaded from our website [www.idbibank.in](http://www.idbibank.in) (**Notices and Tenders**).

2.20. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>)

2.21. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>)

### 3. BID FORM:

#### 3.1. Bidder Qualification

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

3.1.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

3.1.3. The Bidder shall sign the bid with the exact name of the firm / Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.

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

3.1.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

### 4. DEADLINE FOR SUBMISSION OF RFP BIDS

4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

4.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

4.3. The Bank may, at its discretion, extend the 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 extended deadline.

4.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

### 5. MODIFICATION AND WITHDRAWAL OF BIDS

5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

5.2. No Bid may be modified after the deadline for submission of Bids.

5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

## 6. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:

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

6.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

## 7. EARNEST MONEY DEPOSIT (EMD)

7.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.

7.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

7.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

7.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.

7.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.

7.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.

7.7. No interest is payable on the amount of EMD.

7.8. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.

7.9. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit as mentioned in the **Schedule of Events**.

7.10. All the bidders are required to submit the EMD refund request in the format as per **Annexure- 13** given in the RFP.

7.11. Micro and Small Enterprises: Micro, & Small Enterprises (MSE) registered under the SPRS (Single Point Registration Scheme) of National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The Bidder should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.

## **8. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE SECURITY DEPOSIT (PSD)**

8.1. In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit details as mentioned in the **Schedule of Events**.

8.2. The Security Deposit with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non-compliance of the terms & condition as agreed between the parties; the SD shall be liable to be forfeited straight away.

8.3. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format at **Annexure 8**.

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

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

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

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



## D. OPENING AND EVALUATION OF RFP BID

The bid documents have to be opened through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) as per the date, time & locations mentioned under the clause in the “Schedule of Events”.

### 1. PRELIMINARY CHECK

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

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

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

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

1.5. 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.

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

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

1.8. During evaluation and comparison of bids, the Bank may, 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.

1.9. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

## 2. TECHNICAL BID EVALUATION

### 2.1. Bid Evaluation Methodology

#### Introduction

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best business-technology solution integration which is also a cost effective solution over a period of the contract. The commercial evaluation would be based on the Total Cost of Ownership/Tender (TCO) that appropriately meets the business requirements of the Bank. The bid would be first evaluated for the eligibility criteria, then for technical soundness and then for the commercials. All bids shall be evaluated at the sole discretion and determination of the Bank.

The evaluation will be a *four-phase* process: -

- Phase 1 – Eligibility Criteria Evaluation
- Phase 2 – Technical Proposal Evaluation
- Phase 3 – Commercial Bid Evaluation
- Phase 4 – Weighted Evaluation

The Technical evaluation and the Commercial evaluation shall have the weight-age of 75% and 25% respectively for evaluation, and this weight-age shall be taken into consideration for arriving at the successful Bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

### 2.2. Phase 1 - Eligibility Criteria Evaluation

2.2.1. The Bidder needs to comply with all the eligibility criteria mentioned in **Annexure 15** – Eligibility Criteria Compliance Sheet. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal and/or partner. The Bidder is expected to provide proof for each of the criteria for eligibility evaluation. The proof provided has to be in line with the details mentioned in **Annexure 15** – Eligibility Criteria Compliance Sheet. Any credential detail mentioned in **Annexure 15** – Eligibility Criteria Compliance Sheet that is not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be as per format specified in **Annexure 17** – Experience Certificate Format and should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

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

2.2.2. The decision of the Bank would be final and binding on all the Bidders to the outcome of the eligibility bid evaluation. The Bank may accept or reject an offer without assigning any reason what so ever. The technical and commercial bid documents and bank guarantee of non eligible/non qualified Bidder(s) at Phase 1 will be returned to such Bidders. The Bank will send a letter to such Bidders to collect these documents within the specified period.

### 2.3. Phase 2 – Technical Proposal Evaluation

2.3.1. The Bidders meeting the eligibility criteria as laid out in **Annexure 16** – Evaluation of Eligibility Criteria only would be short listed for the Phase 2 – Technical Proposal Evaluation as per **Annexure 14**- Technical Proposal Evaluation Criteria.

2.3.2. This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

2.3.3. The evaluation methodology is further broken down into sub areas as under.

#	Proposal Bid Evaluation	Sub Scores
1	Credentials	40
2	Manpower Resources	30
3	Presentation	15
4	Demonstration	15
<b>Maximum Technical Proposal Bid Evaluation Score</b>		<b>100</b>

The technical evaluation would involve the following major areas:

#### 2.3.4. Credentials:

Each Bidder having credentials as stated in the Technical Proposal Evaluation Criteria will get marks as stated in the **Annexure 14**.

#### 2.3.5. Manpower Resources:

- i. The bidder should have a pool of resources with relevant experience in OFSAA implementation for any Bank. The resources should currently be working or have at least worked in the respective areas for at least one Bank in India (except for IFRS-9 where experience in implementation of OFSAA-IFRS-9 for banks with global presence shall also be acceptable) with at least one resource for each module having experience in implementation of OFSAA 8.0.7.x project. Bank may conduct interviews/interaction with the resources identified to be deployed for the Project to assess their competency in



- relation to the defined scope of work. The resources interviewed and found eligible by the Bank shall only be allowed to be deployed for implementation of the project.
- ii. Resources must be trained in OFSAA module and should have at least minimum 2 years of experience in implementing OFSAA's ALM (including IRRBB) & LRM, IFRS-9 and Basel modules. Deployed resources should be well trained in handling OFSAA modules and handling the functional requirements.
  - iii. The marks, based on the experience and availability of resources, shall be allotted as given in manpower resources section of **Annexure-14**.

#### 2.3.6. **Presentation:**

- i. The Bank will require the Bidders to make presentations regarding the approach and methodology of implementation of the proposed assignment including the product demonstration. This process will also enable the Bank to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises based on a questionnaire broadly across the following aspects;

#	Evaluation of the Bidder Presentation
1	Project Execution Methodology
2	IT architecture, Data Migration / Interface approach and methodology
3	Adherence to Project Timelines
4	Execution Competency (Functional & Technical Competency)
5	Approach and Resource Commitment (Employee profiles of all key personnel as part of this project)

- ii. Bidder has to demonstrate the functionality of the solution based on in-depth understanding of the Bank's project's technical and functional requirements, in a simulated OFSAA environment showcasing specifically the expected outcomes in the upgraded and new modules to be implemented. Demonstration to include configuration, report generations, dash boards, drill down. Bidder shall facilitate a physical walkthrough visit and arrange an interaction with one of the scheduled commercial banks in India or a bank with global presence, where the bidder has, within last four years from the date of this RFP, performed the implementation of OFSAA integrated solution as system implementer and the system is live and currently in use. (The Bank may undertake physical site visit or through VC/Webex, etc., at Bank's sole discretion). Bank reserves the right to accept or reject any proposal for any reason whatsoever, or to negotiate separately with any source whatsoever in any manner necessary to serve its best interest.

#### 2.4. **Phase 3 - Commercial Bid Evaluation:**

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

2.4.1. The Bidders scoring a minimum of 80% score based on the detailed evaluation in **Phase 2 – Technical Proposal Evaluation**, would be qualified and short listed for the **Phase 3 – Commercial Bid Evaluation**.

2.4.2. Only for the shortlisted bidders', Indicative commercial submitted as per [Annexure-2](#) will be opened. Thereafter ORA will be conducted and on the basis of ORA (Online Reverse Auction, refer Section-4) outcome the commercial evaluation will be done and scoring will be calculated as per details mentioned in **Phase 4**.

2.4.3. The final Commercial offer must not contradict the Technical Offer in any manner. Commercial Bid shall be submitted as per Scope of Work defined in the RFP and other terms and conditions of RFP on prices (**Annexure 2** – Indicative Commercial Bid Form for reference)

**Note:**

- i. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
- ii. The cost/fees indicated is fixed which includes all costs exclusive of applicable taxes, as applicable at actual on submission of original receipt drawn in the name of "IDBI Bank Limited".
- iii. If the Bidder fails to include any other expenditure / item in the tender, no claim thereof will be considered by the bank afterwards.
- iv. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.

2.4.4. The final Commercial Bid with price breakup will be evaluated based on the total cost of services as enumerated in the scope of work in this RFP excluding taxes.

**2.5. Phase 4 - Weighted Evaluation:**

2.5.1. The evaluation of the response to this RFP will be done on a 75-25 Techno-commercial evaluation method

2.5.2. A score (S) will be calculated for all qualified Bidders using the following formula:

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

C - Commercial quoted by the respective bidder in ORA;

C (low) - Lowest Commercial bid quoted amongst the eligible bidders in ORA.

T - Technical evaluation score of the respective bidder

T (high) - Score of the technically highest Bidder.

X - Equal to 0.25

2.5.3. A comprehensive “Score (S)” will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 25% for commercials quoted post ORA and 75% 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) then the bidder with highest technical score amongst the such bidders shall be successful bidder. All bids shall be evaluated at the sole discretion and determination of the Bank.

2.5.4. The bids will be ranked in terms of 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.

2.5.5. Based on the Commercial price (CP) quoted by the Bidder in the ORA, Bidders will be ranked according to their Score (S) as shown in the **example** below:

#	Bidder	Technical Evaluation	Commercial Quote	(T / T high) *	(C low / C )*	Score (S) =A+B
		Marks (T)	(C)	0.75 = (A)	0.25=(B)	
1	ABC	92	20	0.726	0.200	0.926
2	XYZ	90	16	0.711	0.250	0.961
3	UVW	95	21	0.750	0.190	0.940

*C low in this case is 16 crore and T high is 95. In the above example, XYZ, with the highest score of 0.961 becomes the successful Bidder.*

## 2.6. **Commercial Bidding Process:**

2.6.1. Commercial Bid will contain the implementation cost along with support and maintenance of the application proposed. Technical compliance should be submitted as per each and every line item specified by the Bank. The cost to be provided as per format given in **Annexure 2**.

2.6.2. The Bidders shall quote price in clear terms. Break up should abide by the Format for Indicative Commercial Bid described in **Annexure 2**.

2.6.3. All prices shall be for delivery of items and service(s) at Bank's premises, the prices quoted will be exclusive of applicable taxes, as applicable at actual on submission of original receipt drawn in the name of “IDBI Bank Limited” and to the satisfaction of the Bank or Bank’s representatives. The aggregated price should be quoted in words also. In case of discrepancy between figures and words, the price quoted in words shall be considered.

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

2.6.4. The Commercial Bids should conform strictly to the format to enable evaluation of Bids and special care should be taken about the same. The Bids having any hidden costs or conditional costs will be liable for straight rejection forthwith without any notice or intimation in this regard.

2.6.5. The price components furnished by the Bidders will be solely for the purpose of facilitating the comparison of Bids by IDBI Bank and will not in any way limit IDBI Bank's right to negotiate the Contract on any of the terms offered.

2.6.6. Prices quoted by the Bidders shall be fixed during the entire Contract period and no increase of rates shall be allowed including but not limited to that on account of increases in taxes, exchange rate fluctuation, etc. No open-ended Bid shall be entertained and the same is liable to be summarily rejected.

2.6.7. Bank, at its sole discretion, will negotiate with the selected vendor (decided after Techno Commercial evaluation) to have a better overall net pricing for the entire scope and deliverables on same or better terms and conditions as mentioned in RFP.

### 3. ONLINE REVERSE AUCTION (ORA)

3.1. 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.

3.2. The Bidder is expected to submit one indicative commercial proposal and the Bank will conduct ORA only once.

3.3. The successful bidder (H1) shall be arrived at by updating the techno-commercial evaluation equation given under clause 2.5.2 with commercial quote received after ORA.

3.4. Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

3.5. The Successful Bidder (H1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. 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 H1 Bidder's and may take punitive action against bidder.

3.6. Post selection of H1 bidder (TC1), the Bank reserves the right for calling the H1 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.

### 4. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

4.1. Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders

or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

## 5. ACCEPTANCE OF BID

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

## 6. SIGNING OF CONTRACT

6.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents.

6.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Deed of Indemnity The bidder shall execute a Service Level Agreement (SLA) as per **Annexure-25** and other applicable documents as specified in the RFP / Bid Document.

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

6.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**

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

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

## 7. IT OUTSOUCE POLICY

7.1. Bidder have to submit the bid in compliance with the RBI (Reserve Bank of India) circular on ***Master Direction on Outsourcing of Information Technology Services dated April 10, 2023*** vide ref. no RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24

## SECTION 2

## 1. PAYMENT TERMS

1.1. Payment will be made in phases after obtaining a “Letter of satisfaction” and clearance for Payment from the Dealing group. The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank.

1.2. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below

1.3. The component wise payment will be as mentioned below:

Sr. No.	Stage/Milestone*	Module	Payment
1	On Completion of Legal Documentation	All Modules	10%
2	Post completion of Requirement gathering and validation	Existing Modules Upgrade	15%
		New Modules Implementation**	
3	Completion of all Interface, Customization, Development & deployment (UAT)	Existing Modules Upgrade	15%
		New Modules Implementation**	
4	Completion of User Acceptance Testing (including resolution of all Issues)	Existing Modules Upgrade	15%
		New Modules Implementation**	
5	Complete installation of DC and DR setup and Training	Existing Modules Upgrade	15%
		New Modules Implementation**	
6	Successful GO-Live	Existing Modules Upgrade	20%
		New Modules Implementation**	
7	One Successful DR-Drill & Submission of all functional & technical documentation	All Modules	5%
8	Six months post Go-Live	All Modules	5%

*\*Please note that payment would be released stage/milestone wise. Each stage/ milestone payment would be made post complete implementation of all modules (existing & new) applicable in the respective stage. Module wise payment would not be released*

*\*\* New modules implementation includes IRRBB, IFRS & Basel*

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44



1.4. The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/deliverables/activities set out in the Project Plan and therefore any delay in achievement of such milestones/deliverables/activities shall automatically result in delay of such corresponding payment.

1.5. The fees payable by the Bank to Bidder shall be excluding applicable taxes which will be paid on actuals that may be levied, imposed, charged or incurred and the Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (TDS), as applicable. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes.

1.6. The Bidder has to submit the undisputed invoice along with necessary signoff and acceptance documents from the Bank, the Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

1.7. Any objection/dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) working days of the settlement of such disputes.

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

## 2. SCOPE OF WORK

### 2.1. Detail Scope of Work

#### 2.1.1. Project Objective

The Bank has procured the following OFSAA modules licenses:

- a) Oracle Financial Services Liquidity Risk Measurement and Management
- b) Oracle Financial Services Liquidity Risk Regulatory Calculations for Reserve Bank of India
- c) Oracle Financial Services Analytical Applications Infrastructure Extension Pack
- d) Oracle Financial Services Model Management and Governance
- e) Oracle Financial Services Basel Regulatory Capital Internal Ratings Based Approach
- f) Oracle Financial Services Asset Liability Management
- g) Oracle Financial Services Analytical Applications Infrastructure
- h) Oracle Financial Services Funds Transfer Pricing
- i) Oracle Financial Services Profitability Management

- j) Oracle Financial Services Basel Regulatory Capital Analytics
- k) Oracle Financial Services Loan Loss Forecasting and Provisioning
- l) Oracle Financial Services Asset Liability Management and Funds Transfer Pricing Analytics
- m) Oracle Advanced Analytics for Oracle Financial Services Analytical Applications Infrastructure
- n) Oracle Financial Services Enterprise Financial Performance Analytics
- o) Oracle Transfer Pricing Online

Moreover, licenses of Oracle ELT (Extract Load Transform) tool Oracle Data Integrator (ODI) is available with the Bank.

2.1.2. The Bank wants to implement new modules (IRRBB, Basel, IFRS) and upgrade existing modules and make functional enhancements in the implemented framework to introduce new standard functionality instead of customizations adopted before. To support latest technology, the OFSAA solution architecture currently deployed in the Bank needs to be upgraded with its latest versions of software components and implementation of IRRBB, Basel and IFRS 9 Solution with necessary support. This includes but not limited to installation, configuration, implementation, customisation, upgrade, project management, performance tuning, testing, maintenance and support of the upgraded OFSAA solution along with implementation of IRRBB, Basel and IFRS 9 in the Bank.

2.1.3. The Bank intends to establish single source of truth to meet its regulatory, compliance and management requirements through version upgrade of existing OFSAA modules and implementation of new risk modules.

2.1.4. The Bank expects to realize the following functional and technical benefits:

- i. Upgrade the current OFSAA version 8.0.2, OWB (current version 11G), Oracle RDBMS (current version 12C), OBIEE (current version 11G) and related modules in the Bank's current OFSAA related environment to their latest available versions and enabling new capabilities / features of the new versions as per the Bank's requirements including Implementation of IRRBB, Basel and IFRS 9 solution with necessary support.
- ii. Provide the Bank, information relating to industry and global best practices implemented on OFSAA platform for all modules.
- iii. To meet the requirements/enhancements in the pertinent subject areas.
- iv. Create and maintain OFSAA data library-specifications up to date including data flow architecture for all modules.
- v. Incorporate requisite changes in the system necessitated due to amendment in regulations/Bank's policy, well within the timelines stipulated by the regulator / Bank
- vi. Study, re-use and augment interfaces already implemented for moving data from source systems into OFSAA. Enhancements to data interface may have to be made to accommodate additional data elements from source systems by leveraging ETL tool as against scripts.
- vii. Prepare a solution design document in line with requirements signed off. A detailed document outlining the same is to be prepared and signed off with the Bank. It is expected that the bidder brings to the table requisite implementation experience and capability to support OFSAA application procured by the bank for compliance with regulatory guidelines.



- viii. Configuration, parameterization, customization and performance tuning of the OFSAA application/solutions wherever needed to achieve outputs in compliance with regulatory guidelines and management reporting & other requirements.
- ix. Development, deployment, testing and validation of statistical models applicable to each of the subject areas mentioned above wherever required.
- x. Conduct system integration testing to verify that all system elements are properly integrated, and that the system performs all its functions. Bidder will be responsible for setting and maintaining the test environment during the entire period of project implementation. The bidder will ensure that configuration and parameterization of test environment is done for conducting the UAT in line with Bank's requirements. The bidder shall ensure that the test environment has the same configuration and functionalities as that of the production environment.
- xi. Generation of all regulatory and MIS reports.
- xii. Imparting both functional and technical/system training (knowledge transfer) on OFSAA Solutions to the designated personnel of the Bank.
- xiii. Provide module wise user manual as well as administrator's manual. The successful bidder will have to prepare all related manuals, documents, etc. for all new modules / enhancements.
- xiv. Provide complete documentation for all developments including logic used, empirical analysis done, methodology etc. as per regulatory and audit requirements.
- xv. Provide issue resolution support in respect of various OFSAA modules/ data management.
- xvi. Integrated implementation of OFSAA solutions on the hardware provided by Bank.
- xvii. Service Provider staff should be adequately trained to effectively handle queries raised by the employees of the Bank.
- xviii. Automation of OFSAA, ETL, report batch jobs and sending status report automatically to user inbox
- xix. OFSAA bug reporting to Oracle and implementing solution in production after testing the solution in UAT.
- xx. Support and implementation during conduct of Audits and post audit compliances for OFSAA
- xxi. Any other work related to OFSAA modules entrusted by the Bank.
- xxii. Bidder to provide front end training to all the users in order to make the entire functionality of front end gateway hands on for the users.

2.1.5. With this objective, the Bank is floating the Request for Proposal ('RFP') with regards to the upgrade, implementation and support of the OFSAA Solution.

2.1.6. The Bank invites bids to implement OFSAA Solution for its domestic and overseas operation. The Bidder should be a well-qualified total solution provider to implement the initiative successfully. The Bidder should be capable of providing OFSAA implementation services, including but not limited to project management, application implementation, performance tuning, testing, providing interfaces required for the Solution.

2.1.7. The Bank during the period of the Contract, based on its technical and functional requirement can add additional third party application and interfaces to the OFSAA Solution. Bidder has to extend all necessary support and assistance for addition to the Solution with the required third party applications and interfaces desired by the Bank.

2.1.8. The Bidder should ensure that all systemic changes or new requirements necessitated out of regulatory guidelines or other Bank requirements between the date of the RFP and date of implementation / roll out are made available from day one of the solution going live.

## 2.2. **Project Scope**

2.2.1. Description of the envisaged scope is enumerated as under.

2.2.2. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.

2.2.3. Bidder shall be responsible for requirement gathering, design, build and test of the software solution (including ETL for data transformation and loading) for the generation of the existing reports in the current version and following analysis (not limited to) for Indian and Overseas operations with minimal manual intervention and as per new regulatory guidelines.

2.2.4. Other than reports available in the OFSAA solution, the bidder shall provide all regulatory, statutory and MIS reports as required by the Bank in the desired format. Bidder to ensure no duplicate cost is factored on account of any duplication in reports between reports available in the OFSAA solution and as required by the Bank.

2.2.5. Setup of all environments UAT, DC, DR & Archival for the upgraded version. Support for conducting DR –Drill activity post DR set up, data migration from existing version to upgraded version, shut-down of the old servers post completion of the data migration, closure of all open VA/PT/Appsec/Log4j/ vulnerability etc. observations, health check-up and monitoring.

2.2.6. Performance, compliance and Statutory will be part of this scope.

2.2.7. System/Solution health check-up at least once a year by Bidder/Vendor at no extra cost.

2.2.8. The bidder should also conduct performance tuning of the solution and provide review report, once in every 6 months, if necessary.

2.2.9. The bidder has to implement all the recommendations from OEM, time to time.

2.2.10. Post implementation on-site support (includes functional, technical and techno-functional)-

Post-implementation support for a period of 3 years subject to annual review in the nature of time and material assignment. This majorly includes;

- (i) End to end services by way of on-site support to the Bank including periodic OFSAA run.
- (ii) Changes if any, including enhancements, modifications and customisations as per the directives of the Bank, statutory and regulatory requirements and / or to align with the industry standards / practices for betterment of the implemented version.

#### **2.2.11. Functional Scope - ALM and LRM module:**

##### **A. General Scope:**

- i. Requirement gathering & gap analysis of the existing system with proposed upgrade version. Bidder shall be responsible for design, build and test of the software solution (including ETL for data transformation and loading) for the generation of the existing reports in the current version and carry out upgrade as detailed in section-wise scope of ALM/LRM modules. Report generation shall be for domestic and overseas operations in a fully automated environment with minimal manual intervention and as per regulatory guidelines or Bank's internal guidelines.
- ii. Deployment of following modules of OFSAA in upgraded version:
  - a. Oracle Financial Services Asset Liability Management (including IRRBB)
  - b. Oracle Financial Services Liquidity Risk Management
  - c. Oracle Financial Services Analytical Applications Infrastructure
  - d. Financial Services Enterprise Modelling Framework
  - e. Financial Services Asset Liability Management & FTP Analytics
- iii. Meet the requirements/enhancements in ALM and Liquidity Risk areas. Implementation of all the regulatory requirements and Bank's internal requirements. Any pertinent change in regulatory requirement or new regulatory requirement intimated by RBI shall be included.
- iv. Analysis and development of the existing data interfaces used to move data from source system to OFSAA. Carry out the enhancements in order to align the incremental data from source.
- v. Include required changes in the system induced by regulator/management/Bank's policy within the time line stipulated by the regulator/Bank.
- vi. Providing information on best practices followed in the industry in OFSAA system.
- vii. Validation of all the data points in the end-reports, preferably in MS-Excel environment.

- viii. Report on GL reconciliation with Trial Balance.
- ix. Reconciliation of data points in end-reports with independent source data at the most granular level. Drill down to be available till account level for each line item /bucket published in the level.
- x. Implementation of forecasted statements/reports viz. SLS, LCR, NSFR based on Bank specific and General market specific parameters.
- xi. Stress testing and scenario analysis based on regulatory and Bank's internal guidelines. At least one scenario based on financial crisis to be implemented. Flexibility to create customized scenario with application of statistical libraries viz. regression, correlation etc to be made available.
- xii. Regulatory / Internal MIS Reports to be generated entity-wise, currency-wise and on consolidated basis.
- xiii. Reporting tool/ builder for creating user- defined reports, dashboards and graphical representations. Support generation of regulatory and internal MIS reports with stipulated frequency. Facility to generate reports based on pre and post audit data (MOC).
- xiv. Support new modules for Basel III liquidity risk management compliance and ready-to-use ALM analytics/dashboards.
- xv. Upgrade and make functional enhancements in the implemented framework to include standard functionality instead of customizations adopted before.
- xvi. Support of economic indicators for scenario analysis, ability to audit the process, unlimited account level cash flows, new measures' computation viz. yield, dirty and clean price, convexity, average life in Asset Liability Management module.
- xvii. Configuration of Contractual run, BAU run, Regulatory Stress Run, Institution specific stress run and systemic stress run. Run time to be comparable to the best TAT observed in the industry.
- xviii. The Bidder shall support Bank in designing the test cases for UAT, while ensuring that the test cases meet all the requirements as per scope defined by the Bank.
- xix. System should be capable of defining maker and checker for each activity and also provide audit trail of any modification carried out in the system by all types of users.

**B. Bidder shall be responsible for following section specific scope (including but not limited to)**

**(1) Asset Liability Management (entity-wise, currency-wise and consolidated)**

- i. Structural Liquidity Gap Analysis – Regulatory and Management
- ii. Dynamic Liquidity Analysis – Regulatory and Management
- iii. Deployment of models for behavioural/payment pattern analysis for non-maturity products, Prepayment/ premature withdrawal patterns, Roll-over pattern of Term Deposits and devolvement/invoication pattern of Letter of Credit/Bank Guarantee and any other item for which behavioural pattern is desired as per management and regulatory requirement. Capability to include seasonality adjustment as per requirement and filter criteria like customer-type/legal entity type/retail/wholesale etc.
- iv. Configuration of internal and regulatory Gap Limits in system and generation of report containing day wise actual gap/ gap percentage vis-à-vis limit set, breach report.
- v. Configuration of Contingency Funding Plan, counterbalancing strategies and generation of report.
- vi. Portfolio Concentration reports
- vii. Interest Rate Risk Management and Reprice Gap Analysis – Regulatory and Management - Modified Duration Gap & Traditional Gap Analysis (Earning & Economic Value perspective, EVE, MVE). Account/ Instrument level computation of Market value and Modified duration from the perspective of EVE impact. Report on cash-flows that are subject to re-price, based on pricing.
- viii. Deterministic Scenario Analysis from earnings and economic value perspective
- ix. Stochastic Scenario Analysis from earnings and economic value perspective
- x. Stress Testing for interest rate and liquidity risk – Regulatory and Management
- xi. Liquidity Ratios Analysis including Basel III Liquidity Ratios (Liquidity Coverage Ratio and Net Stable Funding Ratio)
- xii. Computation of Liquidity Ratios and any other ratios as per management and regulatory requirement
- xiii. Configuration/ development of accounting MOC adjustment in system
- xiv. Option of doing incremental run for ALM/LRM in OFSAA with select modified inputs.
- xv. Bucket level drill down at account level to be made available for IRS and Structural Liquidity statement. Cash-flows to be made available at account level.
- xvi. Management of Liquidity Cost Pricing

- xvii. Migration and integration of existing LIBOR curves with the Alternate RFR rates and other discounting curves.
- xviii. Data Quality Check Framework to be put in place with front end facility and ability to generate compliance report

**(2) Liquidity Risk Management**

- i. Configuration and parameterization of the LRM solution – LCR, NSFR etc. Drill down of each line item of the ratios at account level to be made available
- ii. LCR and NSFR report for Solo and Consolidated operations (including JVs and subsidiaries) of the Bank
- iii. Configuration of standard solution features and improvisation of customisation
- iv. Calculation of LCR and NSFR ratios denominated in various currencies (including significant currencies as per RBI's definition) & INR equivalent values, for domestic, overseas & consolidated operations.
- v. Simulation of LCR and NSFR for projected business growth
- vi. Account level Drill down for each and every line item in report and disclosures, with reconciliation reports, to be made available and can be generated from the front end. Bucket-wise drill down to be made available as applicable.
- vii. Configuration of rules and standard out of the box as well as user defined behavior assumption for the following area. Define business as usual runs for the below configured business assumptions.
  - a) Deposit Balance Growth
  - b) Haircut
  - c) Additional Collateral -Rating Downgrade Increase In Cash flow
  - d) Additional Collateral -Valuation Changes Increase In Cash flow
  - e) Additional Collateral -Rating Downgrade Asset Value Decrease
  - f) Additional Collateral -Valuation Changes – Decrease In Value of Asset
  - g) Rollover of Assets
  - h) Rollover of Liabilities
  - i) Run off
  - j) Prepayment
  - k) Emerging Delinquency -Large Customers
  - l) Emerging Delinquency –Non Large Customers
  - m) Recovery from Delinquent Accounts
  - n) EOP Balance Run-off
  - o) Asset Book Growth
  - p) Liability Book Growth



- q) Drawdown of Unutilized Credit
  - r) EOP Asset Balance Growth
  - s) EOP Liability Balance Growth
  - t) Drawdown of Funding Line of Credit
  - u) Change In Value of Asset
  - v) Liquidity Haircut
  - w) Available stable Funding factors
  - x) Required stable Funding factors
- viii. Any other feature or parameter that is available in the LRM solution which requires to be implemented by the Bank.
- ix. Development of LCR and NSFR disclosure statement as per RBI template
- x. Configuration of internal and regulatory LCR/NSFR Limit in system and generation of report containing day wise LCR/NSFR ratios and breach.

**(3) Interest Rate Risk in banking Book (New Implementation)**

Bidder shall be responsible for complete implementation of the regulatory guidelines on IRRBB, while covering the aspects both within and outside the OFSAA system. Functional aspects like designing framework for behavioural analysis including assumptions, stress testing assumptions and framework including reverse stress test, hedging framework, model governance and validation framework are to be covered in addition to the following scope

- i. Configuration of IRRBB in OFSAA as per regulatory and management guidelines. Create framework for measuring, monitoring, and disclosing Bank's exposure to IRRBB in terms of potential change in Economic Value of Equity ( $\Delta EVE$ ) and Net Interest Income ( $\Delta NII$ ), computed based on a set of prescribed interest rate shock scenarios by regulator and Bank's management under various scenarios and assumptions.
- ii. Methods to include indicative methodology provided by the regulator for computing  $\Delta EVE$ . System should consider below assumption while computing IRRBB (RBI circular need to be referred for detailed guidelines)
  - a. expectations for the exercise of interest rate options by both the bank and its customers under specific interest rate shock and stress scenarios;
  - b. treatment of balances and interest flows arising from non-maturity deposits (NMDs);
  - c. treatment of own equity in economic value measures; and
  - d. Implication of accounting practices for IRRBB.
- iii. System should be able to use a variety of methodologies to quantify IRRBB exposures under both the economic value and earnings-based measures, ranging from simple calculations based on static simulations using current holdings to more sophisticated dynamic modelling techniques that reflect potential future business activities. System

should have the capability to measure change in economic value using a variety of techniques, the most common of which are: (1) PV01: present value of a single basis point change in interest rates based on gap analysis; (2) EVE: economic value of equity; and (3) EVaR: economic value at risk.

- iv. Create stress testing framework for IRRBB with flexibility to create user defined scenarios including forward looking stress testing. Currency-wise/entity wise and consolidated level scenario to be supported. System should be able to apply various interest rate shock scenarios to capture parallel and non-parallel gap risk for EVE and NII as per RBI guidelines. Forward-looking scenarios should incorporate changes in portfolio composition; new products where only limited historical data is available; new market information and new emerging risks that are not necessarily covered by historical stress episodes.
- v. System should be able to compute the impact on the economic value and earnings in various scenarios, based on:
  - a. internally selected interest rate shock scenarios addressing the bank's risk profile, according to its Internal Capital Adequacy Assessment Process (ICAAP);
  - b. historical and hypothetical interest rate stress scenarios, which tend to be more severe than shock scenarios;
  - c. the six prescribed interest rate shock scenarios as given in RBI guidelines and
  - d. any additional interest rate shock scenarios required by the RBI/ Bank's Management.
- vi. Development of various report, disclosure for IRRBB as per regulatory and management guidelines in domestic and foreign currencies both for domestic and foreign branches.
- vii. Development of framework for behavioural optionality considering the dimensions influencing the exercise of the embedded option as prescribed by regulator. System should support sensitivity analysis of the key assumptions to monitor their impact on measured IRRBB (both economic value and earning based).
- viii. Framework to carry out the sensitivity analysis of key assumptions (for both economic value and earning based measures) to monitor their impact on measured IRRBB. Documentation of the underlying assumptions to be made available, describing potential impact on bank's hedging strategies.
- ix. System should have capability to define, measure and monitor IRRBB limits at
  - a. Consolidate level
  - b. Individual entity level
  - c. Sub-limits for individual business units, portfolios, instrument types or specific instruments



- x. System to identify the positions which exceed or are likely to exceed limits defined by regulator/Bank.
- xi. Calculation of behavioural parameters as per regulatory IRRBB guidelines.
- xii. System should enable pre-acquisition review of new products and activities in terms of IRRBB characteristics and provide an environment to identify, measure, monitor and control the IRRBB of new products or activity.
- xiii. Standardised rate shock, Scenario Behaviour pattern, Amenability Dimensions, Deposit Classifications, CPR, TDRR Scalars, Auto Interest Rate Options MV, Outlier / Materiality Tests, Intra, Inter Company A/C, Non-standardized Rate shocks, Cash-Flow Slotting, EVE Sensitivity, CCY Materiality, Deposit Penalty Early Withdrawal, NII Sensitivity, Projections, Model Governance
- xiv. Measuring impact of hedging on interest rate risk at aggregate and product/activity level.
- xv. Model Governance support
- xvi. System should support creating term structure of interest rates, historical and implied volatility of interest rates and basis relationship between yield curves.
- xvii. Measure the impact of replacement of maturing asset & liabilities with new assets and liabilities.
- xviii. Option risk to be factored in. System should be capable to include impact of interest rate volatilities.
- xix. System should enable perform reverse stress tests in order to identify interest rate scenarios that could severely threaten banks' capital and earnings and reveal vulnerabilities arising from its hedging strategies and the potential behavioural reactions of its customers.
- xx. Build capital assessment framework for IRRBB under Pillar-2 as per regulatory prescription.
- xxi. Data inputs should be automated as much as possible to reduce administrative errors. Create appropriate reconciliation framework to ensure all items which are part of Banking Book are captured for IRRBB assessment.
- xxii. System should support a variety of methodologies to quantify their IRRBB exposures under both the economic value and earnings-based measures and provide sophisticated dynamic modelling techniques that reflect potential future business activities.
- xxiii. Create sufficient documentation of the major data sources used in the risk measurement process. Data inputs should be automated along with a framework to review the inputs periodically and test against an approved model.

- xxiv. Provide reports as per the prescribed regulatory and internal formats. Reports to include but not limited to:
- summaries of the bank's aggregate IRRBB exposures, and explanatory text that highlights the assets, liabilities, cash flows, and strategies that are driving the level and direction of IRRBB;
  - reports demonstrating the bank's compliance with policies and limits;
  - key modelling assumptions such as NMD characteristics, prepayments on fixed rate loans and currency aggregation;
  - results of stress tests, including assessment of sensitivity to key assumptions and parameters;
  - comparisons of past forecasts or risk estimates with actual results to inform potential modelling shortcomings.
- xxv. Disclosures as per the regulatory/ management prescribed interest rate shocks and in regulatory formats to be generated. Following regulatory rules provided for the purpose of disclosure related to  $\Delta EVE$  and  $\Delta NII$  to be followed while generating the disclosures
- a) **For the disclosure of  $\Delta EVE$**
- Banks should exclude their own equity from the computation of the exposure level.
  - Banks should include all cash flows from all interest rate-sensitive assets<sup>1</sup>, liabilities and off-balance sheet items in the banking book in the computation of their exposure. Banks should disclose whether they have excluded or included commercial margins and other spread components in their cash flows.
  - Cash flows should be discounted using either a risk-free rate<sup>2</sup> or a risk-free rate including commercial margins and other spread components (only if the bank has included commercial margins and other spread components in its cash flows). Banks should disclose whether they have discounted their cash flows using a risk-free rate or a risk-free rate including commercial margins and other spread components.
  - $\Delta EVE$  should be computed with the assumption of a run-off balance sheet, where existing banking book positions amortise and are not replaced by any new business.
- b) **For the disclosure of  $\Delta NII$**
- Banks should include expected cash flows (including commercial margins and other spread components) arising from all interest rate-sensitive assets, liabilities and off-balance sheet items in the banking book.
  - $\Delta NII$  should be computed assuming a constant balance sheet, where maturing or repricing cash flows are replaced by new cash flows with identical features as regards the amount, repricing period and spread components.
  - $\Delta NII$  should be disclosed as the difference in future interest income over a rolling 12-month period.

<sup>1</sup> Interest rate-sensitive assets are assets which are not deducted from Common Equity Tier 1 capital and which exclude (i) fixed assets such as real estate or intangible assets as well as (ii) equity exposures in the banking book

<sup>2</sup> The discounting factors must be representative of a risk-free zero-coupon rate. An example of an acceptable yield curve is Zero Coupon Yield Curve published by the benchmark administrator.

#### **(4) Technical and Functional DOCUMENTATION**

Bidder shall provide documents related to both technical and functional implementation including but not limited to assumptions, logics, methodology, configurations, codes, customisation, product components, data flow, data dictionary on all the modules implemented as per Bank's/regulatory requirement. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by bidder to the Bank, free of cost in timely manner. Provide module-wise user manual with detailed standard operating processes for each task.

#### **(5) List of Documents:**

- i. Gap analysis document
- ii. Design document
- iii. Test plan and test cases document
- iv. Configuration document
- v. Final logic and architecture document
- vi. Validation Document – (preferably Excel validation)
- vii. User Manual
- viii. Requirement Traceability Matrix

#### **(6) Training:**

Imparting both functional and technical/system training on OFSAA Solutions and customizations made in the system including set-up, report generation, validation, trouble shooting, root cause analysis etc.

#### **(7) Reports:**

Bidder to provide the following reports (list is indicative, not exhaustive);

- i. Regulatory reports and MIS reports viz. management reports, trend analysis reports (including report line items), reconciliation reports and interactive dashboards.
- ii. All existing reports to be configured. Further, reports should be made available in MS Excel, pdf format, xbrl format.
- iii. Entity Wise, Currency wise and consolidated Structural liquidity & IRS report in summary and detailed format as per regulatory buckets and user defined buckets.
- iv. Entity Wise, Currency wise and consolidated LCR & NSFR report in summary and detailed format.
- v. Regulatory Reporting related to LCR, NSFR, Liquidity Return, IRS and IRRBB
- vi. LCR and NSFR Disclosure
- vii. Disclosure on Maturity Pattern of Certain Items of Assets and Liabilities

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

- viii. Disclosure on Residual contractual maturity breakdown of assets and liabilities
- ix. LCR, NSFR, liquidity ratios, liquidity Gap breach report based on date range to be made available.
- x. Result of Stress Testing, Scenario Analysis and data used in same must be available as in report form along with supporting data.
- xi. Any other reports as per regulatory and management requirement with supporting data.
- xii. Dynamic liquidity reports with supporting data.
- xiii. Customer relationship report including relationship details (loan, investment etc)

#### 2.2.12. **Functional Scope – IFRS 9 Solution**

IFRS-9 should aid the Bank in complying with reporting requirements of Ind-AS as per standards notified by MCA / ICAI and RBI / SEBI / and any other statutory guidelines as and when issued. Bidder should provide an application which will be used by Bank officials to compute ECL on financial assets as per Ind AS 109 requirements, estimate PDs, LGDs & EAD for various product categories, generate regulatory and other analytical reports etc.

The functionalities required from the solution have been listed as follows (including but not limited to):

- i. The Solution should be able to compute account wise 12-month ECL & Lifetime ECL for various segments such as advances, off balance sheet (non-fund) facilities, Investments etc. as per Ind AS 109.
- ii. The Solution should provide flexibility to customize bank specific calculation methodologies for computation of ECL for advances, financial guarantees, investments etc.
- iii. System should allow for user defined rules for staging under Ind AS 109 (Stage 1, Stage 2 & Stage 3). The solution should have ability to define quantitative and qualitative rules to meet the Ind AS requirements. (For e.g. staging based on DPD/NPA/Restructuring criteria).
- iv. The solution should have the ability to estimate PDs using internal rating grades and default history using methodologies such as transition matrix/Vintage analysis etc. across all exposure types.
- v. The solution should be capable of computing Through the cycle (TTC) PD and Point in time (PIT) PD. The system should be capable to convert a PIT PD to TTC PD and vice versa.
- vi. The solution should have the ability to estimate facility level LGD based on collateral inputs and coverage of collaterals. The solution should also have a provision to estimate product level LGD.
- vii. The system should also be capable of computing LGD using work-out method as per the nature, applicability and data availability of credit risk exposures.

- viii. IFRS-9 Solution should preferably have the ability to extract the historical / projected cash flows from source system such as Finacle. Further, the IFRS-9 Solution should have the functionality to generate cash flows based on the repayment schedule or inputs fed in the system / available in different source systems. The solution should generate cash flows based on the variable / fixed rate instruments.
- ix. The solution should have the ability to interface between various applications and systems such as Finacle, Treasury, Manual Data (formats such as .txt, .csv, .xlsx, etc), EDW, Loan processing system, IRAM, CAM, ALM systems, etc. through appropriate mechanism. It should have ability to establish ETL from various sources/ systems/ formats.
- x. Ability to make EAD projections using cash flow approach and CCF parameter application should be configured in the solution. The solution should support unlimited account level cash flows data.
- xi. The solution should be able to incorporate macro-economic data (historical and forecasted) e.g. GDP, Unemployment rate, Inflation, Crude price etc. to build forecasting/forward looking models for all the risk parameters.
- xii. Solution should have the functionality for validating the ECL number generated i.e. control reports for data validation, data error handling, data substitution, missing data etc.
- xiii. Create and maintain retail, non-retail pools (as per the methodology formulated by the Bank) and the ability to change the pools/segmentation rules.
- xiv. To generate reports and dash boards as per RBI and other regulatory/ statutory specifications / disclosure requirements / management reporting. The solution should be flexible to amend defined template to incorporate new requirement.
- xv. Reconciliation of data points in end-reports with independent source data at the most granular level i.e. the drill down to be available till the account level.
- xvi. Bidder to impart functional / technical / system training on OFSAA's IFRS-9 Solutions, so as to enable the users to build on an understanding of the solution. Documents / User-manuals related to technical and functional implementation including methodology, configurations, assumptions, data flow, data dictionary, etc are required to be provided.
- xvii. The Solution should have the capability to archive and extract the input/output data, reports, dashboards, disclosures, etc as and when required, in various format such as .txt, .csv, .xlsx, pdf, etc.
- xviii. Time bound updation/incorporation of changes by bidder in the Solution, in case of any regulatory changes which warrants immediate system level changes.
- xix. System should facilitate computation/usage of Effective interest rate (EIR) under IND AS 109 for all relevant financial instruments and generate cash flows required for the same.

- xx. The Solution should have the ability to integrate EIR/any other rate chosen by bank, with impairment calculation.
- xxi. Ability to add/edit the ECL computation rules through front end screen with authorization facility.
- xxii. System should support workflow features and audit trail facility for overrides for classification / reclassification / stage determination/monitoring changes.
- xxiii. Should support simulation including sensitivity type analysis and scenario type analysis to simulate the impact on ECL levels from different assumptions and economic scenarios.
- xxiv. System should be able to compute EIR as per the Bank's products, staff loans and restructured advances.
- xxv. System should be able to handle amortisation of fees/commissions/costs, discounts/premiums which are considered integral part of EIR.
- xxvi. Bidder shall provide documents related to both technical and functional implementation including but not limited to assumptions, logics, methodology, configurations, codes, customisation, product components, data flow, data dictionary on all the modules implemented as per Bank's/regulatory requirement. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by bidder to the Bank, free of cost in timely manner.
- xxvii. **List of Documents:**
  - a) Gap analysis document
  - b) Design document
  - c) Test plan and test cases document
  - d) Configuration document
  - e) Final logic and architecture document
  - f) Validation Document – (preferably Excel validation)
  - g) User Manual
  - h) Requirement Traceability Matrix
- xxviii. Training to be provided for each deliverable as enlisted above.

### 2.2.13. **Functional Scope – Basel-Capital Adequacy & Analytics**

#### (1) **Scope under Pillar-I**

Bank is looking for an Application to compute its Banking Book Credit Risk Weighted Assists (RWA) through Standardized and Internal Rating Based Approach.



- i. The application should be compliant with regulations prescribed under Basel III reforms by BCBS in December 2017.
- ii. Application should be capable to compute RWA based on standardized approach under Basel III regulation of BCBS along with changes, if any, directed under RBI regulation.
- iii. Application should have capabilities for reconciliation at GL level, at staging area, before flowing into the computation engine.
- iv. The Application should have in built data quality checks and reporting of errors.
- v. It should allow Override / Acceptance of errors under maker-checker.
- vi. User interface with option to make changes at GL level, Security data, New Branch insertion, Facility insertion, CCF modification, Currency conversion factor, Risk Weight Master, various hair-cuts and Risk weights etc. The changes to be authorized under maker-checker with generation of log reports.
- vii. User interface to upload relevant data points required for RWA computation, into the application with maker and checker.
- viii. Secure interface for extraction and upload of data, from other applications of the Bank, directly into the computation module.
- ix. Application should have User management facility with role base user mapping.
- x. Application should have capabilities for granular analysis of RWA computation upto the level of a specific account.
- xi. Generation of Management reports such as trend analysis, graphical presentation etc through the application. The user may be able to create logics for specific report preparation based on ad-hoc requirements.
- xii. Application should have forecasting capabilities based on historical trends and user defined inputs.
- xiii. Various report generation capabilities giving concentration of portfolio, HHI report (user defined query), CRM benefits, Risk buckets, industry wise report, group wise etc.
- xiv. Capabilities to generate / extract reports in various format such as .txt, .csv, excel, pdf etc.
- xv. In built data analytics capabilities in the application by combining output of the application with external data uploads by the users.
- xvi. Application should be capable to generate Regulatory report RCA-3. It should also be able to generate account wise summary for each row item in the RCA-3 report.



- xvii. Option to Archive input data and output which can be extracted as and when required.
- xviii. Option for relevant data points input by Subsidiaries for Group level Consolidated Credit RWA computation.
- xix. Capability to automate and compute final CRAR figures for the bank.
- xx. Application to support IRB approach under Basel III framework along with report generation mentioned under above point (x) to (xv).
- xxi. The application should be supporting multiple jurisdictions for geographic specific Basel regulation for Risk Weight Asset computation.
- xxii. Bidder to assist the Bank's technical team in automated data extraction from various source systems.
- xxiii. Bidder should provide Time bound up-dation / changes in the application whenever there are any Regulatory changes which warrants system level modifications.
- xxiv. Technical support for users by bidder with a clear escalation matrix for resolution of queries. User manual to be made available to the user for understanding. Handholding of the users to be provided for functional understanding of the application as and when required.

## **(2) Scope under Pillar-II**

- i. Application to be capable of doing RBI defined Stress Test, reverse stress testing and bottom-up stress test, covering all the regulator prescribed shocks along.
- ii. It should be able to conduct user defined aggregation for the Stress Testing output.
- iii. Application to be compatible to carry out user level changes in stress test scenarios to comply with any regulatory changes related to stress testing.
- iv. Application may be capable of creating customized user defined Scenarios based on specific Micro and Macroeconomic inputs such as GDP, Inflation rate, employment rate etc .
- v. User interface for developing multifactor scenarios by using outputs from regulatory scenarios and customized scenarios.
- vi. Capabilities to compute co-relation between parameters under user defined scenario.
- vii. Capability for computing economic capital by using results of IRB computation.
- viii. Capabilities to carry out historical trend analysis and variance assessment between stress scenario and actual positions.

- ix. Capabilities to prepare user defined / customized dash board.
- x. Capabilities for archiving stress testing data.
- xi. Concentration risk assessment and other stress / scenario testing by combining both Asset and liability portfolio of Bank.
- xii. Capabilities to generate / extract reports in various format such as .txt, .csv, excel, pdf etc
- xiii. Model for Stress tests of Securitized transactions.

**(3) Scope under Pillar-III**

- i. Capabilities of generating all disclosure reports as per RBI guidelines under Basel- III framework.
- ii. Capability for calculation of Leverage Ratio (Solo and Consolidate) as per the guidelines.

**(4) Deliverables**

- i. Bidder to conduct a Gap analysis for data gaps in existing module and proposed application along with a road map for migration to the new application.
- ii. Bidder to provide with the following documents:
  - a) Gap Analysis Document.
  - b) User Manual for the application.
  - c) Logic documents for the Standard in-built MISs and Pillar III disclosures.

**(5) Training Needs**

- i. Training to be provided for each deliverable as enlisted in Point 4.
- ii. Technical and Functional training to be imparted to users where-ever application is capable of handling modifications without bidder's intervention.

**2.2.14. Funds Transfer Pricing (FTP) & Profitability Management (PM):**

The scope broadly includes but not limited to;

- A. Up-gradation of OFSAA FTP & PM modules to its latest version on end to end basis
- B. Post implementation on-site support

**A. Up-gradation of OFSAA FTP & PM modules:**

Up-gradation of the currently deployed OFSAA FTP & PM modules to its latest version on end to end basis including all related activities such as;

- i. Requirement gathering & gap analysis of the existing system with proposed upgrade version.  
Bidder shall be responsible for design, build and test of the software solution (including ETL

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

for data transformation and loading) for the generation of the existing reports and output in the current version and carry out necessary upgrade in the FTP & PM modules including its reporting modules.

- ii. The bidder shall provide with gap identification report, necessary solutions to overcome the gaps.
- iii. Configuration and parameterization of the OFSAA modules based on the defined requirements under the upgraded environment.
- iv. Meet the requirements / enhancements in FTP & PM areas including all such management and regulatory requirements in a time bound manner stipulated thereto.
- v. The bidder is required to study the existing interfaces and make necessary changes to upgrade and enhance interfaces between the proposed solution with the individual applications and systems in the Bank.
- vi. Validation of all the data points in the end-reports, preferably in MS-Excel environment.
- vii. Reporting tool/ builder for creating user- defined reports, dashboards and graphical representations. Support generation of regulatory and internal MIS reports with stipulated frequency. Facility to generate reports based on pre and post audit data (MOC).
- viii. Upgrade and make functional enhancements in the implemented framework to optimise standard functionality instead of existing customizations.
- ix. System should be capable of defining maker and checker for each activity and also provide audit trail of any modification carried out in the system by all types of users.
- x. The Bidder shall support Bank in designing the test cases for UAT, while ensuring that the test cases meet all the requirements as per scope defined by the Bank.

**B. Post implementation on-site support (includes functional, technical and techno-functional)**

Post-implementation support for a period of 3 years subject to annual review in the nature of time and material assignment. This majorly includes;

- i. End to end services by way of on-site support to the Bank including periodic OFSAA run.
- ii. Changes if any, including enhancements, modifications and customisations as per the directives of the Bank, statutory and regulatory requirements and / or to align with the industry standards / practices for betterment of the current version.
- iii. Based on the best industry practices, the bidder shall review the Bank's current OFSAA architecture and advise and validate for an appropriate product profitability approach. The bidder shall execute necessary updations / refinements in the present defined hierarchies, rules,

cost allocation logic and related aspects to devise the Bank approved approach. The activity shall be immediately initiated by the bidder post initiation of the project/contract.

- iv. Updation of the Zones, regions, branches and related hierarchies in the OFSAA solution.
- v. Addition of new cost centre or any other variables and its parameterizations to handle addition /modification / deletion of new cost centre or any other variables in future.
- vi. Regulatory Segment reporting of the bank.
- vii. Generation of funds transfer rate (including adjustments) and transfer charge/credit (including adjustments) at customer account level.
- viii. As a part of review of FTP rate, it has to be ensured that that every method is functioning to the instruments based on the pre-defined logic. Further if there is any change in TP method arises based on any evolving business requirement, necessary changes have to be done in the system.
- ix. Validation of the current FTP & PFT system of the Bank in line with the Bank's FTP policy once in a year. Necessary report in this regard to be supported with clear alignments / modifications / changes in the Bank's system.
- x. Bidder to review the transfer pricing methodology in the Bank in line with the industry practice. Based on this study, the Bidder to advise at least once in a year for refined transfer pricing methodology, if any.
- xi. Bidder to provide front end training to all the users in order to make the entire functionality of front end gateway hands on for the users.
- xii. Bidder to review and validate once in a year, Bank's cost allocation methodology and advise for refinements in the allocation parameters, if any.
- xiii. Allocation of non-interest expenses from cost centers to profit centers (branches, lines of business), products and customer accounts.
- xiv. From-To analysis for allocated costs. This majorly include analysis of the costs booked and allocated at different levels viz. account, product, branch and vertical/segment in terms of its appropriateness.
- xv. The bidder should support the Bank in reporting the costs on absorption costing basis currently followed and / or any other costing methods like standard costing on time and motion study. Parameterization / logical changes in the OFSAA architecture may be facilitated.
- xvi. Allocation of capital to line of business, branch, product, customer account.
- xvii. Deployment and Setup of changes/configuration in OFSAA.

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

- xviii. Challenges in the OBIEE /reporting dashboard reports if any, to be reviewed and resolved in the TAT time.
- xix. Fixing of any technical issues within a reasonable time.
- xx. Facilitation of the reports as per the Bank's requirement. An illustrative list of reports is being provided under annexure to RFP.

**B. List of Documents:**

Bidder is expected to provide the following documents during the assignment including;

- i. Gap analysis document
- ii. Design document
- iii. Test plan and test cases document
- iv. System configuration document
- v. Final system logic and architecture document
- vi. Validation Document – (including Excel validation)
- vii. User Manual

**2.3. The Bidder is required to note the following points**

2.3.1. The Bidder has to provide the hardware sizing based on the projections provided by the Bank to ensure availability, scalability, redundancy and performance of the solution and to meet the requirements as per the terms of the RFP within the timeframe prescribed by the Bank. The bidder has to ensure that the implementation is seamlessly done so as to get the desired benefits.

2.3.2. The Bidder is completely responsible for the implementation of the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The bank assumes no responsibility for the assumptions made by the Bidder.

2.3.3. The Bidders have to note that while OFSAA solution would be implemented as part of this project, the Bidders have to necessarily ensure that all required functionality implemented in existing version is also available in the upgraded solution. The Bidders have to envisage all applicable cost in order to configure the products and services in the Solution. The Bank will not accept any plea of the Bidder at a later date for omission of critical products and services on the pretext that the same was not explicitly mentioned in the RFP.

2.3.4. Bank during the period of the contract, based on its technical and functional requirement can add additional third party application and interfaces to the OFSAA Solution. Bidder has to extend all necessary support and assistance for addition to the Solution with the required third party applications and interfaces desired by the Bank.

2.3.5. The Bidder should ensure that all systemic changes or new requirements necessitated out of regulatory guidelines or other Bank requirements between the date of the RFP and roll out are made available from day one of the solution going live.

2.3.6. The Bidder should design the reports in such a way that in case of addition/ modification/ deletion of any Bank branch can be automatically configured and added in the system with no change request.

2.3.7. Unit prices quoted by the Bidders would be used for additions/deletions to the quantities at a future date during the tenure of the Contract. The prices quoted for the line items would be valid and used throughout the period of the Contract.

2.3.8. The Bidder has to implement the assignment in the phased manner in accordance with the Project timelines being defined.

2.3.9. The Bidder will be responsible for installing the applications with all customisations.

2.3.10. The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.

2.3.11. The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The bank will not be responsible for any errors in the bid submitted by the Bidder.

2.3.12. Any assumptions, changes, deviations other than what is specified and accepted by the bank will not be considered for the purpose of this RFP.

#### **2.4. Deployment of Integrated OFSAA and related modules**

2.4.1. The Bidder is required to migrate, customize, test, implement, train and rollout the upgraded version of OFSAA application as per the requirements of this RFP for the period of the Contract for existing and the new modules being introduced with the upgrade.

2.4.2. The Bidder has to implement the solution listed in the RFP and make use of new functionalities supported by upgraded version of solution components and transfer the benefits to bank by making use of these in implementation instead of customizations where-ever applicable

#### **2.5. Interface and Integration Requirements**

2.5.1. The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.

2.5.2. The Bidder is required to upgrade interfaces between the proposed Solution with the applications and systems deployed in the Bank.



2.5.3. It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.

2.5.4. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP. The proposed solution should define a road map for integration / implementation of the current interfaces for the applications to be integrated with any existing Bank applications as well as applications that the Bank may acquire during the course of the project.

2.5.5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.

2.5.6. The Bidder will present to the Bank the interface requirements for review.

2.5.7. Any suggestions from the Bank will have to be included by the Bidder.

2.5.8. The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.

2.5.9. The Bidder must ensure that all applicable interfaces are automated with no manual intervention.

2.5.10. The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.

2.5.11. The Bidder will be responsible for setting up the test environment for interface testing.

2.5.12. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.

2.5.13. The Bidder must ensure that a sound methodology is implemented to manage the interfaces.

2.5.14. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

## 2.6. **Implementation Methodology**

The Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure



of this engagement. The methodology should address all stages including development, customization, and hardware/software installation/configuration services. Each step should detail the input, process and output. Bank can at its discretion engage third party for validation of the different milestones during implementation of the upgrade process. The bidder shall be responsible for incorporating the changes suggested during the validation process to the satisfaction of the Bank.

The Bidder should be committed to the success of the project and the actual project implementation. The following are the expectations with respect to bidder involvement during the Contract period:

- i. The Bidder should provide qualified and experienced personnel who will ensure that the assignment is executed according to the highest standards during all its phases.
- ii. The Bidder will need to ensure that these resources are on the ground in the assignment on a full time onsite basis and the bank will verify the same through a review of resumes and organizational photo id, timesheets and by taking an undertaking from the vendor and any other means necessary.

## 2.7. **Functional Requirements Specification Study**

2.7.1. The Bidder will conduct a detailed systems requirements study and provide an OFSAA Functional Requirement Specification Manual (“FRSM”) relating to the functionalities as required to support the outcome from existing system and the new applications proposed to be implemented. The FRSM must also include all the areas where the Bidder is suggesting a work-around and replacement of customizations with standard functionality. If the work-around involves re-alignment of a business process the re-aligned process should be included in the FRSM. The FRSM should include the standard operating procedure proposed for the re-aligned process. The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to the underlying activities executed in the assignment.

2.7.2. The Bidder shall provide the FRSM to the Bank for review and comments, and any comments or suggestions of the Bank will be incorporated therein.

2.7.3. The Bank will identify functional heads for each process, which would be responsible for the review, comments and sign-off of the FRSM.

2.7.4. The FRSM will be deemed completed when signed-off from the Bank.

## 2.8. **Business Process Definition (BPD) / Parameterization**

The Bidder is also expected to carry out and document a detailed current assessment for all business activities, and services performed by the Bank in relation with implementation of

modules stated in the RFP to gain understanding of the Bank's existing business and operations. The Bidder is expected to help the Bank to parameterize the product and provide valuable inputs at the time of system parameterization based on the current state assessment undertaken by the Bidder. Also, the OFSAA core team training conducted by the Bidder should reflect the understanding of the Bank's current products and processes as a result of conducting the current assessment.

## 2.9. **Customization**

2.9.1. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank with the integrated OFSAA solution being implemented and get the same reviewed and approved by the Bank.

2.9.2. The Bidder needs to provide all existing management, statutory and regulatory reports as required by the regulatory institutions. The Bank will not pay any additional customization costs either for gaps observed and/or gaps observed for existing management, statutory or regulatory reports as required by the Bank.

2.9.3. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out / upgrade/ implement / migrate for all the proposed solutions. The cost of customization should be included in the price bid.

2.9.4. Over and above the Bank's existing reports and regulatory & standard reports available in the solution, the Bidder must make provision for configuration/customization/development and delivery of additional reports/MIS from the Solution. Bank at its discretion may avail the development of any additional reports/MIS. The Bidder has to provide a onetime cost for development of reports (for evaluation purpose development of 50 reports) from the Solution. The Bank will pay the proportionate amount on a pro-rata basis to the Bidder based on the number of reports delivered; post the satisfactory acceptance of the reports by the Bank. Indicative list of reports is provided by way of **Annexure – 22**. It may be noted that all the regulatory reports should form part of the standard reports in the OFSAA solution which shall not be separately charged to the Bank.

2.9.5. In case of any previous Customization is found to be part of the enhanced functionalities in the new version then, the same to be dropped from the list of Customization and to be treated as additional feature of the upgraded version.

## 2.10. **Additional Customization beyond the RFP requirements:**

2.10.1. The Bank may require the Bidder to address additional requirements that are not either of the following:

- i. Bug fixes
- ii. Gaps found during base version testing
- iii. Gaps against the functionalities in existing system

The Bank will compensate the Bidder on the basis of a man-day rate provided by the Bidder that will remain fixed through the Contract period.

2.10.2. The Bidder will have to ensure that the software provided as part of the Integrated OFSAA Solution project meets all the requirements described in this RFP and implemented in the current OFSAA version and to carry out all customizations or development work as maybe required by the Bank at no additional charge/fees/expenses. The Bidder will have to provide all the MIS reports as per the requirements of the Bank. The precise scope of the customization and development work to be undertaken by the Bidder will have to be as per the requirements of the Bank as described in the RFP.

2.10.3. The Bidder will have to carry out all the customization related work at the premises of the Bank or off-site in case the customization cannot be carried out at the Bank premises. The Bank will have to be a party to the functional requirements specifications sign-off, UAT, UAT sign-off, installation sign-off and implementation sign-off. The Bidder will have to install and commission the software for customization and UAT as per Project Plan failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay (Liquidated damages). The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results.

2.10.4. The Bidder is required to ensure that the software provides interfaces to the other application systems at the Bank at no additional cost or fees or charges or expenses. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder staff. Customizations would be both with respect to the integrated OFSAA solution and interfaces that the Bank proposes to implement through the selected Bidder. The Bidder will be required to carry out data mapping, data gap identification, default values assumption specification, data transformation and upload from identified data sources to OFSAA solution.

## 2.11. **Module Integration**

2.11.1. The Bidder is expected to build integration between the modules under the scope.

2.11.2. For such activity, the Bidder would have to make a system study, identify gaps, resolve the same, test all such scenarios and then implement the same into production.

2.11.3. To ensure the total integration and functionalities of the system, the Bidder needs to integrate all the software modules. The Bidder will be responsible for fault detection and rectification. The Bidder is responsible to ensure that the integrated systems are fully functional.

## 2.12. **Gap Identification and Resolution**

2.12.1. The Bidder has to provide all functionalities as offered by OFSAA and as mentioned in the FRSM.

2.12.2. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.

2.12.3. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.

2.12.4. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.

2.12.5. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.

2.12.6. The Bidder shall provide all statutory, regulatory and adhoc MIS (Management Information System) reports as required by the Bank in the desired format during the initial phase of customization process.

2.12.7. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the Contract period.

2.12.8. The Bidder will give adequate time to the Bank for reviewing the gap report.

2.12.9. The Bidder will incorporate all the suggestions made by the Bank to the gap report.

2.12.10. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.

2.12.11. The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till go live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.

2.12.12. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

### 2.13. **Testing**

2.13.1. The Bank proposes to conduct “User Acceptance Testing” (UAT) of the Solution for the purpose of ensuring that all the functionalities requested for by the Bank are available and are functioning accurately.

2.13.2. The Bidder will convey to the Bank that all the customizations that are required to “Go Live”, as agreed upon and signed off by the Bank are completed and the solution is ready for testing.

2.13.3. The Bank expects the Bidder to help set up the required test & development server at DC at the desired testing center of the Bank for the purpose of testing.

2.13.4. The Bidder will be responsible for preparing detailed test cases including test data.

2.13.5. The Bidder will assist the Bank in conducting all the tests and analyzing/comparing the results. Bidder shall provide adequate full time on site resources conversant in all business areas, for trouble-shooting and resolving defects during the entire UAT process.

2.13.6. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines, formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.

2.13.7. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.

2.13.8. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

### 2.14. **Data Migration**

This section describes the scope for Data Migration to the new integrated OFSAA solution. The Bidder may quote for a one-time cost for this activity. The overview of the tasks pertaining to data available in electronic format is as follows for the Bidder:

2.14.1. Formulating the Data Migration strategy and process documentation.

2.14.2. Performing data mapping exercise with the existing electronic data vs. new OFSAA application.

2.14.3. Providing checkpoint reports to ensure thorough reconciliation of the data, while ensuring data integrity

2.14.4. Developing a Data Extraction tool (to extract data from existing OFSAA system)

2.14.5. Furnish the data in a format that can be loaded into the proposed OFSAA application

2.14.6. Perform the Data Upload activity.

2.14.7. Assist in performing checks to ensure data migration success (by way of providing comparator tools, etc)

2.14.8. Major Requirements:

- i. The Bidder has to provide the Data Extraction tool version of existing applications. If required, the tool will be customized by Bidder to meet the Bank's specific needs.
- ii. Bidder will need to understand the file structure requirements of the existing applications. Bidder will have to provide facility in the tool to generate data files in the structure as required for upload to the new OFSAA application.
- iii. Data will be extracted from existing systems & manually captured data files in the flat file/required file format. These flat files/required files will be validated and uploaded, the upload process will generate Exception, Error and Control reports to facilitate rectification of the data loaded.
- iv. Bidder will be responsible for formulating the "Data Migration Strategy" and process documents.
- v. Bidder will take not more than 30 working days from date of purchase order to prepare the "Data Migration Strategy" and process documents.
- vi. Bidder will give the Bank adequate time to review and sign-off the Data Migration Strategy and process documents.
- vii. All comments and suggestions of the Bank must be incorporated in the Data Migration Strategy and process documents before obtaining sign-off.
- viii. Bidder may associate the Bank's personnel proficient in the legacy systems for assistance during the data migration exercise.
- ix. Identify areas of data mapping and suggest data requirements for the gaps identified.
- x. In the event of any gaps in the field mapping reports, the same would be discussed with the Bank and the agreed solution would be documented by Bidder and signed off from the Bank at no additional cost to the Bank. Bidder would give the Bank adequate time for the review of the agreed solution and incorporate the modifications as suggested by the Bank, Bidder shall ensure that workarounds or default values moved to the production database (or final output files) as a result of gaps in the field mapping are duly taken care of after successful migration to new OFSAA application and the Bank officials informed of the same in writing.



- xi. It will be the responsibility of Bidder to ensure complete data cleaning and validation for all data being migrated to the new OFSAA solution.
- xii. The data upload tool has standard reports for reconciliation of the migrated data. Similar reports will have to be developed on the source system to facilitate end-to-end reconciliation of the migrated data. The Bank will perform checks on migrated data and reconcile the control reports to ensure that the data migration is successful.
- xiii. Bidder will be responsible to massage the data as per the software/upload format required by the solution.
- xiv. It will be the responsibility of Bidder to convey to the Bank, at least 60 days in advance from the date of migration, all the mandatory fields required for the functioning of the proposed applications that are not available in the existing application and those that need to be obtained by the Bank.
- xv. In the event the Bank is unable to obtain all the mandatory fields as conveyed by the Bidder, the Bidder shall suggest the most suitable workaround to the Bank. Bidder shall document the suggested workaround and sign-off should be obtained from the Bank for the suggested workaround.
- xvi. Bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. Bidder has to submit the data migration team profiles as per **Annexure 18** - Project Team Profiles.
- xvii. Bidder will be responsible for uploading the data entered by the Bank through the manual data entry screens, programs/applications.
- xviii. Bidder shall ensure that sufficient training is imparted to the data migration team of the Bank with regards to but not limited to data structure, field mapping requirements, field validations, default values and gaps in field mapping reports.
- xix. Bidder shall develop the data conversion programs to convert Bank's data to required upload format. Bidder shall perform mock data migration tests to validate the conversion programs.
- xx. Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated to the proposed OFSAA system.
- xxi. The Bank or its consultants may, at its will, verify the test results provided by Bidder.
- xxii. The Bank reserves the right "to audit"/"appoint an external auditor to audit" the process of data migration and/or the completeness and accuracy of the data migrated during the entire exercise of data migrations. The Bidder has to facilitate audit at no additional cost to the Bank.
- xxiii. Any gaps/discrepancy observed will be reported in writing to Bidder, who will act upon them and resolve the same immediately or within 5 working days from the day of reporting the same.

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

- xxiv. Bidder will be responsible to develop control reports for verification of the data both before and after migration.
- xxv. Bidder has to provide data comparator tools for the purpose of checking the source and target data for data migration success.
- xxvi. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately.

#### 2.14.9. Data Migration Activity Timelines:

- i. Bidder shall provide Data Migration services until the data is migrated successfully into the OFSAA production environment and the Bank goes live on the integrated OFSAA solutions.
- ii. Bidder shall provide dedicated on-site support during the data migration exercise in the mock/staging environment.

#### 2.15. **Training**

2.15.1. The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

- i. Functionality available in the solution
- ii. Customization development
- iii. Parameterization
- iv. Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs, etc.)
- v. Impact analysis
- vi. Techniques of generating various MIS/EIS reports from the solution provided
- vii. System and Application administration
- viii. Log analysis and monitoring

2.15.2. The key trainings as per the RFP are mentioned below. The Bidder have to quote for the complete cost for conducting the training for the Bank users

Sl. No.	Training Type	Min. No. of Days/ Weeks per Batch	Batches
1	Executive Awareness	1 day	1
2	Core Team training	12 days	1
3	Technical Users training	5 days	1

**Note:** No. of Trainees per batch will be decided by the Bank

2.15.3. All the trainings would be held at the Bank sites and the Bidder has to organize the trainer/s.

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

2.15.4. The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

#### 2.16. **Phased Implementation**

2.16.1. The Bidder has to upgrade and implement the integrated OFSAA in a modular and phased manner.

2.16.2. The Bidder will be responsible for installing the applications with all the customizations.

2.16.3. The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.

2.16.4. The Bidder will be responsible to migrate the OFSAA data as explained in "Data migration" section.

#### 2.17. **Project Timeline**

2.17.1. Phased Implementation and Rollout of the Integrated OFSAA solution:

- i. The Bidder has to implement the integrated OFSAA in a modular and phased manner in accordance with scheduled timelines agreed between the Bank and the bidder.
- ii. The Bidder will be responsible for installing the applications with all the customizations.
- iii. The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.
- iv. The Bidder will be responsible to migrate the OFSAA data as explained in "Data migration" section.
- v. In case of replacement of resources on account of unforeseen events, applicable eligibility criteria need to be strictly adhered for newly boarded resources. Bidder shall be responsible of time delay occurring on account of unavailability of trained and qualified resources.

#### 2.18. **UAT**

For the implementation phase, all the testing, regression testing should be completed as per respective phased implementation. It will be the Bidder's responsibility to create the testing environment for the Banks employees to do the testing and the Bidder will be required to assist the Bank in the entire testing phase.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

### 2.19. **Interface building:**

All interfaces as mentioned should be developed and successfully implemented as specified in this RFP section as per the respective phases.

### 2.20. **Post Production Support**

The Bidder will provide OFSAA application module wise post implementation support on-site of techno-functional analysts for three years from Go-live date subject to annual review

### 2.21. **Roll Out Plan:**

The Bidder is required to submit the roll out plan (from the date of PO issuance) as per Project Timelines specified in this document. The Bidder is expected to factor in all effort required to adhere to these timelines. The Bank will not accept any plea by the Bidder at a later date for deviating from these timelines on the pretext that the same was not explicitly mentioned in the RFP.

## 3. SERVICE LEVEL REQUIREMENTS

### 3.1. **Purpose:**

- i. This section lists the minimum service level requirement to be maintained by Bidder on award of the contract.
- ii. The Bidder has to enter into a service level contract with the Bank before the award of the contract as per the format provided by the Bank. The bidder needs to strictly adhere to Service Level requirements.

### 3.2. **Service Level expectations for OFSAA implementation:**

3.2.1 **Implementation and Integration services** -The Bidder will be required to get the Completion Certificate (as per **Annexure 12**), in original, duly signed & stamped by the Bank Officials for having implemented and tested the OFSAA solutions ("the System") at the Bank. Payments will be released as per the Payment terms referred in **Section-2** of this RFP

### 3.2.2 **Penalty**

Penalties will be applicable due to downtime of OFSAA software application only and will not be attributed to the bidder on account of any external dependency due to any problem in OS/Hardware/Network etc. In case of absence of the engineer(s), bidder needs to provide the backup engineer(s). In case backup engineer(s) is not provided by the vendor, Bank will deduct the penalty of Rs. 10,000/- per day per engineer for absence of engineer(s) and the penalty amount will be deducted from the Invoice amount. If any complaint is not resolved within the timeframe defined in the table below, a penalty of Rs.10,000/- will be levied. Further, if the number of downtime instances during a month exceeds 3 times, an additional penalty of Rs.10,000/- will be

charged. Penalties shall be calculated for every month and recovered from the next payment payable to the successful bidder. The penalty is capped at maximum 10% of the quarterly payout.

Breach of service levels expectations consistently on part of the Bidder may lead to invocation of clause for “Termination for Default”

Category	Severity	Timeframe for Problem analysis & response	Timeframe for resolutions
Problem/ Issue/ Defect	Critical	1 Hr	1 Day
	High	2 Hr	2 Days
	Low	8 Hr (One Day)	4 Days

**Problem/Issue/Defect:** This should be defined as any flaw within the System which does not allow the end user to perform its regular operations as per the specifications/operational guidelines /functionality requirements in a stipulated timeframe.

Any problems/Issues /Defects, reported by Users should be categorized based on severity as follows:

**Critical:** When the System operation has stopped or halted or when the System is malfunctioning, such that it does not function as required and stipulated business operations are hampered.

**High:** When the System operation has stopped or halted or when the system is malfunctioning but a workaround is available for the same.

**Low:** Minor irritancies during operations.

- “System downtime” subject to the SLA, means accumulated time during which the system is not available to the Bank’s users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the bidder help desk of the failure or the failure is known to the bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of in scope service to the Bank users and Bank customers would also account as “System downtime”.
- The project is required to be completed as per the project plan.
- The module processing should be completed as per the agreed SLA time business, in casde of seepage, it will be raised as performance bug and will be treated as ShowStopper.
- Uptime will be computed based on availability of the applications to the Bank’s users irrespective of availability of servers either individual servers/clusters.
- Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenure of the Contract
- Any Customization developed by the Bank and moved to production by the Bank which causes Service level disruption, SLA/ Severity Incident will not be applicable during this

period excluding those which are based on mutual discussion and agreement between the parties.

- **On Delay in delivery and installation of the proposed solution under scope of this RFP:**

1. If the Bidder fails to a. Deliver and install the proposed application within 6 weeks from the date of Purchase Order; the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of Contract Price subject to maximum deduction of 10% of the total contract value or unperformed services for each week or part thereof of delay, until actual delivery, installation or performance as per related clauses mentioned in RFP. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

- **Down time due to the following situations will not be considered for the purpose of penalty calculation:**

2. Scheduled maintenance activity / planed downtime by the Bank.
3. The delivery of product should include the complete solution, licenses, equipment's, related Equipment and all necessary documentation.

- **On delay in Deployment of FMS:**

1. The Bidder shall deploy the required resources as per scope under FMS at respective locations of the Bank within 6 weeks from the date of Purchase order. If the Supplier fails to deploy the resources within the time period specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct a sum equivalent to 0.5% per week of the total FMS cost for each week or part thereof of delay, until actual delivery subject to maximum deduction of 10% of the total price of the Facility Management Support.

- **Penalty for Non-availability of FMS:**

2. Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalty. Further bank may conduct screening of these candidates before deployment.
3. Penalty of Rs. 1000 per day for absence per day or part thereof for each L2 resources in addition to deduction of relevant day's resource's unit cost.
4. Penalty of Rs. 750 per day for absence per day or part thereof for each L1 resources in addition to deduction of relevant day's resource's unit cost. Bidders have to replace the manpower if specially asked by the Bank with in period of one month. A delay beyond next Month billing cycle will attract the penalty.
5. Penalty of Rs. 375 per day for delay in joining of new resource as replacement for L1 resource.
6. Penalty of Rs. 500 per day for delay in joining of new resource as replacement for L2 resource.

### **Post Go-live Warranty Period/Hyper Care:**

1. As part of post Go-Live Support, selected bidder shall provide the warranty for a period 1 year or period of full business cycle, whichever is lower. The business cycle shall be



determined based on the frequency of the output to be obtained from system and may vary for each module. The warranty shall cover resolution of issues faced post Go-Live including but not limited to fixing of bugs, data migration etc without any additional cost.

2. Any problem/issue/defect shall be any flaw within the software system which does not allow the user to perform its regular operations as per the specifications / operational guidelines/functionality requirements in a stipulated timeframe.
3. Any problem/issue/ defect/bug shall be classified as per the severity definitions given below and the turnaround time by the vendor shall be as given against them

Severity	Description	Response time	Target correction/support time to fix the problem(post response time)
SHOW STOPPER	Application crashed in production environment. The system operation stopped/halted	0.5 hours	2 hours
CRITICAL	Production environment running a feature not working	1 hours	8 hours
MAJOR	Production environment running. A feature not working however workaround is available	4 hours	1 day
MINOR	Minor irritants during operations.	8 hours	4 days

**Penalty:** In case of failure to meet the aforesaid turnaround time in case of severity levels viz “SHOW STOPPER” and “CRITICAL”, the Bank shall have the right to impose penalty at the rate of 0.75% of the total contract price per day or part thereof, of delay. A lump sum penalty of Rs 10000/- per day shall be imposed for failure to meet the turnaround in case of other severity levels.

Delay in patching and all compliance related issues will be treated under minor criteria and is required to be fixed within 7 days based on the criticality of the vulnerability.

The performance issues will fall under the major criteria is required to be fixed as per the guidelines under major criteria.

**Uptime rules:**

Wherever the bidder monitors onsite, the downtime calculation starts from the time software/tool/solution etc. fails leading to denial of service. As long as there is no denial service to the bank, downtime does not arise. Wherever bank monitors, the downtime starts from the time of reporting by the bank. The bidder should guarantee a minimum of uptime of 99.95% per month (calculated on 24/7 basis) for the SOLUTION and execute Service Level Agreement accordingly. The uptime will be calculated on monthly basis. Penalty will be charged as below:

1	Where the downtime is up to 30 minutes (Uptime above 99.95%)	No Penalty
2	Where the downtime is above 30 minutes but less than or equal to 2 hours (Uptime between 99% to 99.95%)	Rs.3,000/- for every 1 hour or part thereof for the downtime exceeding 2 Hours
3	Where the down time is above 2 Hours but less than or equal to 7 Hours (Uptime between 98%-99%) Where the down time is above 2 Hours but less than or equal to 7 Hours (Uptime between 98%-99%)	Rs.5,000/- for every 1 hour or part thereof for the downtime exceeding 7 Hours.
4	Where the downtime is above 7 Hours. (Below 98%)	Penalty of 20% of the total AMC/ATS payable for the respective quarter will be levied.

**Service Request:** Penalty should be levied on non-compliance of service ticket (criticality wise). The penalty percentage will be as follows.

Issue Classification	For all service tickets raised in ticketing tool	In case not resolved in stipulated time	
	Response Time	Resolution Time	Penalty will be charged on monthly average resolution time.
Critical	20 minutes	2 hours	0.5%
High	30 minutes	4 hours	2%
Medium	45 minutes	6 hours	4 %
Low	60 minutes	8 hours	5%

**System Performance:** All health checks, patching, upgrades, security and Information Security Audit compliance, System Performance, Incident Management etc should be managed by the bidder as per bank's policies. The code/query response time should be as per the industry benchmarks standards.

## SECTION 3

### 1. DEFINITIONS:

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

**1.1.** "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for **Upgradation of OFSAA and Implementation of IRRBB, Basel and IFRS Solution** and solution for IDBI Bank as inclusively stated under Service Level Expectations, Specifications of Hardware/Software/Services and Scope of work.

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

**1.3.** "Purchaser" means IDBI Bank Limited including its successors and assigns.

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

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

**1.6.** "Service Period" means the period of four years six months (18 months implementation & 3 years post implementation support) commencing from the commissioning of the Product / Service /solution.

**1.7.** "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.

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

**1.9.** "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

**1.10.** “Business Day” means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).

**1.11.** " 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, 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 other Party 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.

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

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

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

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

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

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

## 2. INTERPRETATION:

In this Contract unless a contrary intention is evident:

- 2.1. The clause heading are for convenience only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

## 3. CONDITIONS PRECEDENT

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

- 3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure 8**.
- 3.2. Execution of a Deed of Indemnity as per format given in **Annexure 10**.
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

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

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

#### **4. STANDARD PERFORMANCE:**

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

#### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

**5.1.** The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

**5.2.** The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

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

**5.4.** The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure 9**



## 6. INDEMNITY

**6.1.** The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Annexure 10**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

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

## 7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

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

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

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

**7.4.** In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall

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

act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

## 8. INSPECTION & QUALITY CONTROL TESTS/CHECK

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

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

**8.3.** IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.

**8.4.** Purchaser's has the right to inspect and test the goods at Bidder plant at any time during the contract period.

## 9. MANUALS

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

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

**9.3.** System manuals should include the specifications of the various equipment/Software/Solution supplied.

## 10. ACCEPTANCE CERTIFICATES

**10.1.** On successful completion of acceptability test, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in **Annexure - 11**, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

## 11. INCIDENTAL SERVICES:

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

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

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

- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the “Contract Period”, provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

## **12. CHANGE ORDERS / ALTERATION / VARIATIONS**

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

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

- i. Functional specification
- ii. The Services to be provided by the Bidder

**12.3.** If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.

**12.4.** Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

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

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

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

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

### 13. CONTRACT AMENDMENT

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

### 14. LIQUIDATED DAMAGES

**14.1.** If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipment mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 5% (five percent) of the P.O. value.

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

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

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

## 15. DEFICIENCY IN THE BIDDER'S PERFORMANCE

**15.1.** Delivery, Installation & Maintenance of the equipment shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.

**15.2.** If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding adherence to the scope of work, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Successful Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.

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

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

- i. Forfeiture of its performance security
- ii. Termination of the Contract for default

## 16. DISPUTE RESOLUTION

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

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. \_\_\_\_\_ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

**16.2.** The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The



arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

**16.4.** The provision under this section survives the contract.

## 17. ADDRESS FOR NOTICE

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

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or
- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra
	Attn: Shri. -----, DGM-ITD Tel: +91-22-----, Email: -----
In the case of the Bidder	<..... company name & Address ..... > ..... .....
	Attn: Shri _____ Tel: +91- _____ Fax: +91- _____ Email: _____

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



## 18. TAXES & DUTIES

**18.1.** The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

**18.2.** Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

**18.3.** The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

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

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

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

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

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

## 19. SUCCESSFUL BIDDER INTEGRITY

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

## 20. SUCCESSFUL BIDDER OBLIGATION

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

**20.2.** The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

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

## 21. SURVIVAL

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

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

## 22. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

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

**22.2.** 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.

**22.3.** However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.

## 23. THE TRI-PARTITE AGREEMENT

**23.1.** The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

## 24. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

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

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

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

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

## 25. STATUTORY REQUIREMENTS

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

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

**25.2.** Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

**25.3.** The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

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

## **26. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT**

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

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

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

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

## **27. CONTRACT PRICE**

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

**27.2.** The contract price will be valid for a period of 1 (one) year from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank with mutual consent may extend the contract price by further six months.

**27.3.** The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

**27.4.** Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

## **28. INFORMATION SECURITY**

**28.1.** The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

**28.2.** The Bidder personnel shall follow Purchaser's information security policy and instructions in this behalf.

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

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

**28.5.** Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."

**28.6.** The Bidder shall ensure that the equipment / application / software being supplied 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.

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

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

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

**28.10.** The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure 19**.

## **29. OWNERSHIP AND RETENTION OF DOCUMENTS**

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

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

## **30. DATA AND HARDWARE**

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



### 31. REPRESENTATIONS AND WARRANTIES

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

**31.1.** That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

**31.2.** That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services /Systems under the Contract.

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

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

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

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

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

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

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

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

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

**31.12.** 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.

**31.13.** That all conditions precedent under the Contract has been complied.

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

**31.15.** 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.

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

**31.17.** 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.

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

## 32. CONFIDENTIALITY

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

**32.1.1.** to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

**32.1.2.** to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

**32.1.3.** 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

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

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

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

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

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

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

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

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

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

**32.5.** Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

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

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

### **33. TERM AND EXTENSION OF THE CONTRACT**

**33.1.** The term of the Contract shall be for a period of 54 months (Fifty Four months) from the date of acceptance of the LOI / First Purchase Order (PO) / Contract date whichever is earlier.

**33.2.** The rate contract may be extended by six months which affects the extension of overall contract by six months.

**33.3.** The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing / email to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

#### **34. CONFLICT OF INTEREST**

**34.1.** Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

**34.1.1.** the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

**34.1.2.** A constituent of such Bidder is also a constituent of another Bidder; or

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



**34.1.3.** Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

**34.1.4.** Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

**34.1.5.** Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

**34.1.6.** Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

## 35. FRAUD & CORRUPT PRACTICES

**35.1.** The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

**35.2.** Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

**35.3.** For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the



actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 36. TERMINATION

**36.1.** The Purchaser 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 Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.
- ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
  - a. **Termination for Insolvency**: The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that

such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

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

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

### 37. CONSEQUENCE OF TERMINATION

**37.1.** In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser 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.

**37.2.** In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, 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 Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser 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.

**37.3.** Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in

the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

**37.4.** All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

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

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

**37.7.** Termination survives the Contract.

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

## **38. PUBLICITY**

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

## **39. NO ASSIGNMENT**

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

## **40. RELATIONSHIP BETWEEN THE PARTIES**

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

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

**40.3.** The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

#### **41. ENTIRE CONTRACT**

**41.1.** 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.

#### **42. JURISDICTION OF COURT**

**42.1.** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

#### **43. “NO CLAIM” CERTIFICATE**

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

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

#### **44. COMPLETION OF CONTRACT**

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

#### **45. PENALTY**

**45.1.** The penalties for any non-compliance under the RFP / Bid Documents and the Contract are defined under Section -2

#### **46. INSURANCE**

**46.1.** The Bidder shall:

- i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- ii. at the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 46.2.** Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.
- 46.3.** Third party liability insurance with a sufficient coverage for the period of the Contract.
- 46.4.** Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- 46.5.** Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 46.6.** Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- 46.7.** The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
- 46.8.** All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.
- 46.9.** Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation / testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

## **47. LIMITATION OF LIABILITY**

- 47.1.** The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).
- 47.2.** The limits specified in Sub-Clause (47.1) above shall not apply to:
- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;
  - ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations.

**47.3.** The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

**47.4.** In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;

- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
- ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP ; or
- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- iv. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- v. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- vi. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
- vii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- viii. This limitation of liability shall not apply for indemnity at clause 6 of this RFP.

## **48. FORCE MAJEURE**

**48.1.** Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

**48.2.** For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.



**48.3.** 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 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.

#### 49. PRE CONTRACT INTEGRITY PACT

**49.1.** Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in **Annexure 23** 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 6 months after the Contract is awarded to the successful Bidder.

## SECTION 4

### 1. TECHNICAL BID FORM (ANNEXURE-1)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution. for IDBI Branches in conformity with the said Bid Documents.

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

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 3% (Three percent) of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

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

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

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

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

force in India namely “Prevention of Corruption Act, 1988” and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a NEFT Receipt of **Rs. 20, 00,000 /- (Rupees Twenty Lacs Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on \_\_\_\_\_, \_\_\_\_\_ Branch payable at Mumbai.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 30 (Thirty ) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Sign

Name:

Designation:

(Company Seal)

## 2. INDICATIVE COMMERCIAL BID (ANNEXURE-2)

(To be submitted on the Company's Letter Head and included in Commercial Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

**The Bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully implement and maintain the solution for the period of the contract.**

Items as per technical specifications provided in RFP (forming part of TCO)		
Sr. No	Item Description	Total Cost exclusive of all taxes/levies etc
1	End to end implementation of OFSAA version upgrade of all the current modules deployed in the Bank listed in the RFP including building Interfaces / Project Management / Requirement Study / design / coding / existing Customization and Reports / testing / UAT / Training (Both Technical and Functional) / Deployment / Post Deployment & Support / Cost of Installation, Implementation (for both DC and DRC) as per the Scope of work defined in the RFP and Go live. Breakup may be provided separately for; a. ALM b. LRM c. FTP d. PM	

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 100 of 171

01-Dec- 2023

2	End to end implementation of new OFSAA version as per Scope of work defined in the RFP. Breakup may be provided separately for; a. New implementation of IRRBB in terms of latest RBI guidelines (part of ALM module). b. New implementation of IFRS-9 module. c. New implementation of Basel-Capital Adequacy & Analytics module	
	<b>TOTAL A = (1+2)</b>	
3	Post implementation on-site support for 3 years subject to annual review as per Scope of work defined in the RFP and Go live. Breakup may be provided separately year wise for; a. ALM/LRM/IRRBB modules with total 2 resources b. IFRS-9/Basel modules with total 4 resources c. FTP / PM modules with total 2 resources	
4	Cost for development of additional MIS/Reports other than those required as part of scope (for evaluation purpose as 50 Reports)	
5	Cost of Additional Customization effort (as per Man-days applicable across the contract period and post implementation - for evaluation purpose as 30 days)	
	<b>Total B = (3+4+5)</b>	
	Total Amount exclusive of all taxes. (In figures) (A+B)	
	Total Amount exclusive of all taxes. (In Words) (A+B)	

- Note:** a) The Total Cost quoted will be exclusive of applicable taxes as applicable at actual, on submission of original receipt drawn in the name of “IDBI Bank Limited”.
- b) The value quoted in Sr. No 5 above for 30 days will be used for computing TCO. The per man-day rate arrived will be used across the contract period and for future customization requirement post implementation.
- c) The Bank will pay to the Bidder, the proportionate rate based on the Cost quoted in Sr. No.4 for the additional reports (over and above the existing reports) that are delivered, on a prorata basis, post the satisfactory acceptance of those reports by the Bank. The said rate would be applicable across the Contract period and post implementation.
- d) The cost quoted for Sr. No.3 will be considered as part of TCO for evaluation. However, the Bank may, at its discretion, choose/opt either to implement or not as per its requirement during the period of contract.

- e) The cost quoted for Sr. No.5 will be considered as a part of TCO. The Bank will pay to the Bidder, the proportionate cost based on a pro-rata basis upon confirmation of satisfactory services of the Bank.
- f) The TCO arrived in above table shall be quoted during ORA.
- g) Price breakup in above format will be submitted to the Bank on letter head within 3 working day from the date of announcement of combined score.

**Terms & Conditions:**

Please note that the cost break up must be provided strictly in the format specified above. Bank reserves the exclusive right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Bank also reserves the right to procure one or more modules related to OFSAA, depending on requirement. Any decision in these regards by the Bank shall be Final, conclusive and binding on the Bidder. The Bank shall not entertain any claim or be responsible for the same.

**We declare that all the terms & conditions as per the RFP are agreeable to us.**

---

(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:



### **3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)**

(To be included as part of the Commercial Bid)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted are exclusive of GST.
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The unit / total price of the equipment's should be rounded off to the nearest rupee, in the price break up sheet.
- 8) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 9) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

**4. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 4)**

(On Stamp Paper of relevant value)

**POWER OF ATTORNEY**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For or on behalf of M/s \_\_\_\_\_

(Authorised Signatory)  
(Name, Designation and Address)

Accepted

(Authorised Signatory)  
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1)  (Name, Signature & Address)	2)  (Name, Signature & Address)
---------------------------------------	---------------------------------------

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**5. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP  
(ANNEXURE – 5)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.**

(Authorized Signatory)

Name of the signatory \_\_\_\_\_

Designation \_\_\_\_\_

(Company Seal)

## 6. SELF DECLARATIONS (ANNEXURE – 6)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference:** **RFP for Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01, 2023)**

We, \_\_\_\_\_ (name and designation) on behalf of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to IDBI Bank for \_\_\_\_\_ in response to the Request 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 have submitted our bid in compliance with the RBI (Reserve Bank of India) circular on ***Master Direction on Outsourcing of Information Technology Services dated April 10, 2023*** vide ref. no RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24
- vi. 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.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

- vii. 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.
- viii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- ix. 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.
- x. 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.
- xi. 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 \_\_\_\_\_ 2023

(Authorized Signature)

(Company Seal)

Name: Shri \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of: M/s \_\_\_\_\_



**7. CONTRACT FORM (ANNEXURE – 7)**

(To be submitted by the Successful Bidder)

**THIS AGREEMENT** made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty one between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and M/s \_\_\_\_\_ (Name of Successful Bidder) of \_\_\_\_\_ (Please specify the registered office of the Successful Bidder) (Hereinafter called “the Vendor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

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

**WHEREAS** the Purchaser vide RFP No **IDBI-Bank/ITD/VMG/RFP/23-24/44** dated **December 01, 2023** (the RFP) invited bids for Engagement of Vendors for Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution. (Brief Description of Services) and has accepted a bid by the Vendor for rendering of the Services for the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (Contract Price in Words and Figures) (Hereinafter called “the Contract Price”).

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

- 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/ITD/VMG/RFP/23-24/44**, dated **December 01, 2023** submitted by the vendor with the purchaser shall form an integral part of this contract form.
  - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
  - 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 Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

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 Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature:

Name: \_\_\_\_\_

Date: \_\_\_\_\_ (DD/MM/YYYY)

IN THE PRESENCE OF

1. Signature  Name: _____  Address: _____	2. Signature  Name: _____  Address: _____
---	---

Signed and Delivered by the within named

M/s \_\_\_\_\_

Date: \_\_\_\_\_ (DD/MM/YYYY)

IN THE PRESENCE OF:

1. Signature Name: _____ Address: _____	2. Signature Name: _____ Address: _____
---	---

**8. PERFORMANCE BANK GUARANTEE (ANNEXURE – 8)**

(To be submitted by the Successful Bidder)

<b>Bank Guarantee No.</b>	
<b>Bank Guarantee Amount</b>	
<b>Expiry Date</b>	
<b>Claim Amount</b>	

**GUARANTEE FOR PERFORMANCE OF CONTRACT**

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Three.

**BY:**

\_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

**IN FAVOUR OF:**

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and 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 and having its Branch Office amongst other places (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- 1. WHEREAS**, Bank vide RFP No. **IDBI-Bank/ITD/VMG/RFP/23-24/44 dated December 01, 2023** called for the bids for engagement of Vendor for **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution**. for IDBI Bank. M/s \_\_\_\_\_ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
- 2. AND WHEREAS** pursuant to the Bid Document, the Contract Form, Annexure Forms and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s \_\_\_\_\_ and M/s \_\_\_\_\_ has agreed to provide to the Bank \_\_\_\_\_, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed and Non-Disclosure Agreement and as such is bound by the same.

3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing \_\_\_\_\_ towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the 3% of the Contract Price amounting to ..... (in words) with validity of 66 months (54 months contract period + 12 months claim period) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the \_\_\_\_\_ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - 5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
  - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
  - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
  - 5.4. any change in the constitution of Bank/Vendor; or
  - 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - 5.6. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of \_\_\_\_\_ (In words) being the 3% of the Contract Price.
7. This Guarantee will expire on \_\_\_\_\_ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by \_\_\_\_\_ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

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

**SIGNED AND DELIVERED BY**

the within named Guarantor,

\_\_\_\_\_,  
by the hand of Shri. \_\_\_\_\_,  
its authorized official.

## 9. NON-DISCLOSURE AGREEMENT (ANNEXURE – 9)

(To be submitted by the Successful Bidder  
On Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty Three

### Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and 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 Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

### AND

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

**WHEREAS**, Bank called for the bids for engagement of Bidder for Procurement, Installation, Commissioning and Maintenance of **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution**. for use at branches / Offices/ Other locations of the Bank. M/s \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

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

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

In connection with 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

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44



contractual relationships, business forecasts, business plans and strategies, 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 other Party 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.

It is hereby agreed as under:

- a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
- i. maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - ii. make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - iii. restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - iv. Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - ii. is independently developed by the recipient without breach of this Contract;
  - iii. is the public domain;
  - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
  - v. is released from confidentiality with the prior written consent of the other party.

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

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor's of the confidentiality of all such

information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in, accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator shall be appointed by the Parties by mutual consent. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.
- g) The provisions hereunder shall survive termination of the Contract.

Sign  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company Seal  
Place:  
Date:

Accepted (Bank)

Sign  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company Seal  
Place:  
Date:

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

**10. DEED OF INDEMNITY (ANNEXURE – 10)**

(To be submitted by the Successful Bidder  
On Rs.500/- stamp paper)

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty three 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 banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

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

**WHEREAS**, Bank vide RFP No. **IDBI-Bank/ITD/VMG/RFP/23-24/44 dated December 01, 2023** called for the bids for engagement of Vendor for **Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution**. for IDBI Branches PAN India. M/s \_\_\_\_\_ have been appointed as the Successful Vendor.

**1) The Obligor has**

- a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
- 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 Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) 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 Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:**

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or 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 against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

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/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. 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 \_\_\_\_\_ (Designation \_\_\_\_\_),

the authorized official of the obligor

**11. ACCEPTANCE CERTIFICATE (ANNEXURE – 11)**

(To be submitted by the Successful Bidder on installation of each ordered \_\_\_\_\_)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
M/s \_\_\_\_\_(Name and Address of Successful  
Bidder)

Dear Sir,

**Reference:** RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)

**Subject:** Certificate of commissioning of Upgradation of OFSAA and  
Implementation of IRRBB, Basel-Capital Adequacy & Analytics and  
IFRS Solution.

**Purchase  
Order No  
& Date**

This is to certify that the Systems as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No.2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

Sr. No.	Description	Quantity	Make & Model	Equipment Serial Number	Delivery Date	Installation Date

Details of services not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

The Vendor has fulfilled his contractual obligations satisfactorily\*

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44



Or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

The Vendor has fulfilled his contractual obligations satisfactorily\*

The amount of recovery on account of non-render of Services /Systems is given under Para No.\_\_\_\_\_.

The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

# Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

- (a) It has adhered to the time schedule specified in the contract in dispatching / installing the systems / manuals pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the system.
- (c) Training of personnel has been done by the Contractor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Company seal :** \_\_\_\_\_

## 12. COMPLETION CERTIFICATE (ANNEXURE-12)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

### **Certificate of completion of the Services (i.e. the integration, implementation and testing of Oracle Financial Services Analytical Applications (OFSAA) for IDBI Bank Ltd.**

This is to certify that the integration, implementation and testing of Oracle Financial Services Analytical Applications (OFSAA) at IDBI Bank has been successfully completed in accordance with the Contract.

Contract No. \_\_\_\_\_ dated \_\_\_\_\_

Date of commissioning and proving test \_\_\_\_\_

Details of Service(s) not yet supplied and recoveries to be made on that account:

<u>Sr. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
----------------	--------------------	-------------------------------

The Vendor has fulfilled his contractual obligations satisfactorily\* Or

The Vendor has failed to fulfil his contractual obligations with regard to the following: (a)

(b)

(c)

(d)

The amount of recovery on account of non-rendering of Service(s) is given under SLA section of the RFP.

The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

**Signature :** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Company seal :** \_\_\_\_\_

**13. LETTER FOR REFUND OF EMD (ANNEXURE – 13)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01, 2023)**

We \_\_\_\_\_ (Company Name) had participated in the RFP for \_ Upgradation of  
OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.  
and are unsuccessful bidder.

or

We \_\_\_\_\_ (Company Name) had participated in the RFP for Upgradation of  
OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.  
and are successful bidder and we had submitted all the legal Documents.

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

Sr. No	Bidder Name	NEFT No.	UTR	Bank Name	Transaction Date	Amount Rs.
.						

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

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_  
\_\_\_\_\_

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

#### 14. TECHNICAL PROPOSAL EVALUATION (ANNEXURE – 14)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.**  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01, 2023)

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
<b>Credentials</b>	Should have implemented or under process of implementation or provided support on <b>OFSAA - ALM / LRM/ IRRBB</b> services of the proposed solution for Banks in India. Proof of such work should be submitted along with the response.	10	5.0 marks for every project implemented and made live for a Bank  3.5 marks for every project under implementation in a Bank.  1.5 marks for every project for rendering support services in a Bank.
	Should have implemented or under process of implementation or provided support on <b>OFSAA - FTP / PM</b> services of the proposed solution for Banks in India / global. Proof of such work should be submitted along with the response.	10	5.0 marks for every project implemented and made live for a Bank  3.5 marks for every project under implementation in a Bank.  1.5 marks for every project for rendering support services in a Bank.
	Should have implemented or under process of implementation or provided support services for <b>OFSAA – Basel-Capital Adequacy &amp; Analytics module</b> for Banks in India. Proof of such work should be submitted along with the response.	10	5.0 marks for every project implemented and made live for a Bank  3.5 marks for every project under implementation in a Bank.  1.5 marks for every project for rendering support services in a Bank.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

	Should have implemented or under process of implementation or provided support services for OFSAA-IFRS-9 module for banks in India or OFSAA-IFRS-9 module for banks with global presence. Proof of such work should be submitted along with the response.	10	<p>5.0 marks for every project implemented and made live in OFSAA application for a Bank in India/ or 3.5 marks for every project implemented and made live in OFSAA application for a bank of global presence</p> <p>2.50 marks for every project under implementation in OFSAA application for a Bank in India or 1.50 marks for every project under implementation in OFSAA application for a bank of global presence in OFSAA</p> <p>1.5 marks for every project for rendering support services in a Bank in India or 1.0 marks for every project for rendering support services in a bank with global presence</p>
	<b>Sub-Total</b>	<b>40</b>	
<b>Manpower Resources</b>	<p>The resource pool should have the following experience;</p> <p>a. At least one resource acting as project leader having 10 years of experience in Banking / OFSAA and</p> <p>b. End to end OFSAA implementation experience in any of the given modules viz; FTP, PM, ALM (including IRRBB) &amp; LRM, IFRS-9 and Basel-Capital Adequacy &amp; Analytics</p>	10	<p>10 marks for meeting the criteria</p> <p>Zero marks for not meeting the criteria</p>

	The Bidder should have at least one resource with experience in OFSAA 8.0.7x implementation and support for any Bank for each of the OFSAA modules under the scope viz; FTP, PM, ALM (including IRRBB) & LRM, IFRS-9 and Basel-Capital Adequacy & Analytics.	20	20 marks – 10 or more resources.  15 marks – 8 or more resources.  10 marks – 6 or more resources.
	<b>Sub-Total</b>	<b>30</b>	
<b>Presentation</b>	Presentation of in-depth understanding of the Bank project requirements through the technical proposal supplemented by presentation & interactions.	15	Subjective Evaluation
	1) Project Execution Methodology (4 marks) 2) IT architecture, Data Migration / Interface approach and methodology (3 marks) 3) Adherence to Project Timelines (3 marks) 4) Execution Competency (Functional & Technical Competency) (2 marks) 5) Approach and Resource Commitment (Employee profiles of all key personnel as part of this project) (3 marks)		
<b>Demonstration</b>	Bidder has to demonstrate the basic functionality of the solution based on in-depth understanding of the Bank's project's technical and functional requirements, in a simulated OFSAA environment showcasing specifically the expected outcomes in the upgraded and new modules to be implemented. Demonstration to include configuration, report generations, dash boards, drill down. Bidder shall facilitate a	15	Subjective Evaluation

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



	physical walkthrough visit and arrange an interaction with one of the scheduled commercial bank in India or a bank with global presence, where the bidder has, within last four years from the date of this RFP, performed the implementation of OFSAA integrated solution as system implementer and the system is live and currently in use. (The Bank may undertake physical site visit or through VC/Webex, etc., at Bank's sole discretion). Bank reserves the right to accept or reject any proposal for any reason whatsoever, or to negotiate separately with any source whatsoever in any manner necessary to serve its best interest.		
	<b>Sub-Total</b>	<b>30</b>	
	<b>Total Marks</b>	<b>100</b>	

**Note:**

- i. Bank, for the purposes of this annexure, means a scheduled commercial bank in India having at least 1000 branches as on date of the RFP.
- ii. Bidder has to provide the following;
  - a. Experience certificate from the relevant customer as per the format specified in **Annexure 17** – Experience format or
  - b. Purchase Orders issued by the customer for undertaking the implementation.
- iii. Proposed application implementation experience should vest end to end implementation (requirement, design, build, test) responsibility with Bidder.

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**15. ELIGIBILITY CRITERIA COMPLIANCE SHEET (ANNEXURE – 15)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01, 2023)**

Sr No	Criteria	Supporting documents	Compliance (Y/ N)
1.	Bidder should be an Indian Company/ LLP/ Partnership firm registered under applicable act in India. It should have been in operation for at least five years as on date of RFP.	<ul style="list-style-type: none"> <li>Copy of the Certificate of Incorporation along with copy of memorandum and articles of association/copy of Partnership Deed along with Registration certificate.</li> <li>The bidder to also submit copy of PAN Card, Sales Tax VAT Registration, GSTIN Certificate.</li> </ul>	Yes/No
2.	Bidder should have been in the business in India for the last five years in India.	<ul style="list-style-type: none"> <li>Self-Declaration and order copy</li> </ul>	Yes/No
3.	Bidder should have positive net worth in the last 3 (three) financial years with a minimum annual turnover of Rs.100 crores for the last financial year	<ul style="list-style-type: none"> <li>Audited Balance Sheet &amp; Profit and Loss Account Statement for last three financial years i.e. 2020-21, 2021-22 &amp; 2022-23</li> </ul>	Yes/No
4.	Bidder should have implemented all the six proposed solutions (OFSAA-ALM (including IRRBB), LRM, FTP, PM, Basel-Capital Adequacy & Analytics and IFRS9) or the solutions are under implementation and / or the applicant bidder should have rendered support services for all the six solutions	<ul style="list-style-type: none"> <li>Order Copy / Completion Certificate in case of completed projects</li> </ul>	Yes/No

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Sr No	Criteria	Supporting documents	Compliance (Y/ N)
	in atleast one scheduled commercial bank in India during the last 4 years. In case of IFRS-9 the experience of implementation/under implementation/rendering of support services in OFSAA-IFRS-9 module for banks in India or OFSAA-IFRS-9 module for banks with global presence during last 4 years shall also be acceptable. Bank means a Scheduled Commercial Bank in India having at least 1000 branches as on the date of RFP.		
5.	Bidder should not be blacklisted / put in any negative list by any Bank /Government Organization / PSU / PSE during the last two years	<ul style="list-style-type: none"> <li>Self Declaration</li> </ul>	Yes/No
6.	Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.	<ul style="list-style-type: none"> <li>Copy of relevant Documents</li> </ul>	Yes/No
7.	The Bidder should deploy the Project team having trained manpower with experience in OFSAA implementation and support for any Bank with at least one resource for each OFSAA module having experience in implementation of OFSAA 8.0.7.x project to execute the modules being upgraded / implemented.	<ul style="list-style-type: none"> <li>List and Profiles of resources having such expertise detailing the projects handled. Including a list of resources to be deployed for IDBI project. (Refer <b>Annexure 18</b>)</li> </ul>	Yes/No
8.	Bidder shall have proper service setup in Mumbai or nearby cities to provide necessary on-site services to the Bank.	<ul style="list-style-type: none"> <li>Address of Offices in Mumbai or nearby cities.</li> </ul>	Yes/No

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

Sr No	Criteria	Supporting documents	Compliance (Y/ N)
9.	<p><b><u>Micro and Small Enterprises (MSE):</u></b> Micro &amp; Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small &amp; 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 this Scheme. MSEs will have to meet all other eligibility criteria laid down in this RFP.</p>	<ul style="list-style-type: none"> <li>Micro and Small Enterprises (MSEs) involved in manufacturing &amp; Services to submit a valid SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration.</li> </ul>	Yes/No
10.	<p>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.</p> <p>A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL <a href="https://doe.gov.in/procurement-policy-division-0">https://doe.gov.in/procurement-policy-division-0</a>. The Guidelines may be treated as an integral part of the tender documents.</p>	<p>Bidders should provide Certificate “<i>Model Certificate for Tenders</i>”, 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.</p>	Yes/No

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company seal : \_\_\_\_\_

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

**16. EVALUATION OF ELIGIBILITY CRITERIA (ANNEXURE-16)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

Sr. No	Eligibility Criteria	Bidder Response	Remark by Bank
1	Bidder should be an Indian Company/ LLP/ Partnership firm registered under applicable act in India with a minimum annual turnover of Rs. 100 crores for the last financial year		
2	Bidder should be in existence on the date of application for the last five years in India.		
3	Bidder should have positive net worth in the last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23) with a minimum turnover of Rs.100 crore for last financial year. In lieu of the net worth certificate, CA certificate to be submitted.		
4	Bidder should have implemented all the six proposed solutions (OFSAA- ALM (including IRRBB), LRM, FTP, PM, Basel-Capital Adequacy & Analytics and IFRS9) or the solutions are under implementation and / or the applicant bidder should have rendered support services for all the six solutions in atleast one scheduled commercial bank in India during the last 4 years. In case of IFRS-9 the experience of implementation/under implementation/rendering of support services in OFSAA-IFRS-9 module for banks in India or OFSAA-IFRS-9 module for banks with global presence during last 4 years shall also be acceptable. Bank means a Scheduled Commercial Bank in India having at least 1000 branches as on the date of RFP.		

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 131 of 171

01-Dec- 2023

5	Whether Bidder have been put in the negative list / black-listed by any Bank /Government Organization / PSU / PSE for breach of any applicable law or violation of regulatory prescriptions or breach of agreement in the last two years?		
6	Whether Bidder has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business ?		
7	Bidder should have should deploy the Project team having trained manpower and expertise with experience in OFSAA implementation and support for any Bank with at least one resource for each OFSAA module having experience in implementation of OFSAA 8.0.7.x project to execute the modules being upgraded / implemented.		
8	Bidder should have a proper service setup in Mumbai or nearby cities to provide necessary on-site services to the Bank.		

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_



**17. EXPERIENCE CERTIFICATE (ANNEXURE-17)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

Subject: Certificate for implementation reference

This is to certify that, we have engaged \_\_\_\_\_ (Bidder name)  
for end to-end (requirement, design, configuration, project management and test) upgrade,  
implementation and / or support of OFSAA solution \_\_\_\_\_ in  
\_\_\_\_\_(Bank name).

The further details are as follows

Product series/version no.:

Modules Implemented:

Date of Go Live:

Start Date of Implementation:

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**18. PROJECT TEAM PROFILE (ANNEXURE-18)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

**A – List of Resources with Experience in OFSAA Implementation for any Bank in India**

Sr.No.	Name of the Resource	Total OFSAA Implementation Experience (Year/Month)	Where Implemented?	Will be Deployed at IDBI Bank (Y/N)	Remarks

**B – Detailed Profiles of the Project Team**

1	Name	
a	Brief Introduction (in bullets)	
2	Date of Birth	
3	Phone Number	
4	Position in the firm	

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

5	<b>Total years of post qualification work experience</b>	
6	<b>Employment Record</b>  (Provide Company name, position held, duration, clients worked)	
a		
b		
c		
d		
e		
f		
g		
h	<b>etc.</b>	
7	<b>Number of years with the firm</b>	
8	<b>Details of relevant assignments undertaken (include both past and current employment projects and highlight BFSI experience, if any)</b>  (Provide scope, duration, client name and status of assignment)	
a	Year	
	Location	
	Client Name	
	Main project title and features	
	Position held	
	Activities performed	

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

b	Year			
	Location			
	Client Name			
	Main project title and features			
	Position held			
	Activities performed			
9	<b>Education</b>	<b>Degree Obtained</b>	<b>Year of Degree obtained</b>	<b>Institution</b>
10	<b>Certifications (if any)</b>			
a				
b				
c				

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**19. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 19)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
  - (a) Obstruct the desired and the designed function of hardware.
  - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
  - (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 Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

## 20. PRE – BID QUERIES (ANNEXURE – 20)

(To be submitted in excel file format at [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in) & [vmg.procurement@idbi.co.in](mailto:vmg.procurement@idbi.co.in))**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.****(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01, 2023)**

<b>Bidder Name :</b>				
<b>Contact Person :</b>				
<b>Contact no / email id:</b>				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_



**21. BIDDER PROFILE (ANNEXURE – 21)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 139 of 171

01-Dec- 2023

**22. LIST OF REPORTS (ANNEXURE – 22)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

Dear Sir,

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

Sr. No.	Name of the Report
1	Branch Profitability Dashboard
2	Branch Profitability - Comparative
3	Product Profitability
4	Product Profitability - Comparative
5	Non-Interest Income - Audited
6	Non-Interest Income - Comparative - Audited
7	Non-Interest Income - Provisional
8	Non-Interest Income - Comparative - Provisional
9	Operating Expenses
10	CRL (Cash Retention Limit)
11	NOSTRO
12	Customer Profitability Dashboard
13	NPA Provisions
14	Report on GL reconciliation with Trial Balance
15	Regulatory reports and MIS reports viz. management reports, trend analysis reports (including trends of each report line items), reconciliation reports and interactive dashboards.
16	All existing reports to be configured. Further, reports should be made available in MS Excel, pdf format, xbrl format.
17	Entity Wise, Currency wise and consolidated Structural liquidity & IRS report in summary and detailed format as per regulatory buckets and user defined buckets.

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 140 of 171

01-Dec- 2023

<b>Sr. No.</b>	<b>Name of the Report</b>
18	Entity Wise, Currency wise and consolidated LCR & NSFR report in summary and detailed format.
19	Regulatory Reporting related to LCR, NSFR, Liquidity Return, IRS and IRRBB
20	LCR and NSFR Disclosure
21	Disclosure on Maturity Pattern of Certain Items of Assets and Liabilities
22	Disclosure on Residual contractual maturity breakdown of assets and liabilities
23	LCR, NSFR, liquidity ratios, liquidity Gap breach report based on date range to be made available.
24	Result of Stress Testing, Reverse Stress Testing, Scenario Analysis and data used in same must be available as in report form along with supporting data.
25	Any other reports as per regulatory and management requirement with supporting data.
26	Dynamic liquidity reports with supporting data.
27	Customer relationship report including relationship details (loan, investment etc.)
28	Daily GL Recon report
29	Risk weight-wise advances data from NSFR at granular level
30	Projected LCR report as per trend analysis
31	Granular data dump with drill down till account level for each type of report
32	External Rating migration report for point to point period
33	Report on product level RWA, for products like Gold Loan & Home Loan.
34	Report for borrowers with unavailed RWA
35	Guarantor wise report for Corporate Guarantee, ECGC Guarantee , Sovereign Guarantee
36	IND-AS financial statement which is the current disclosure template as specified by the regulator
37	All regulatory / statutory specifications / disclosure requirements as would be specified by regulator after Ind-AS/ ECL guidelines issuance
38	Management reports / dashboard for analysing the changes (daily / monthly / quarterly / half-yearly / annually, etc ) in all values / taggings available in the database such as outstanding, provision, Asset Classification, Staging, etc. and facilitate comparison between various reporting dates

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

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

**23. PRE INTEGRITY PACT (ANNEXURE-23)**

(To be stamped on Rs.500/- Stamp paper and included in the Technical bid)

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, IDBI Bank Ltd., 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 \_\_\_\_\_ Department/ Office at \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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.

WHEREAS the PRINCIPAL proposes to procure (**Upgradation of OFSAA and Implementation of IRRBB, Basel-Capital Adequacy & Analytics and IFRS Solution.**) 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 an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

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 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.

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

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, organization 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 IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER 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 product/ service 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.

3.10 The 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.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank 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. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 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:

6.1.1 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.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to

assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 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.

6.1.6 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.

6.1.7 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.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 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 IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 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.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems 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 product/ systems or sub systems 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.

## 8. Independent External Monitors

8.1 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).

Sr. No.	Name of IEM	Contact Number	Contact mail
1	Dr. Ravindra Kumar Srivastava, IAS (Retd)	9999985440	<a href="mailto:srivastava.rks@gmail.com">srivastava.rks@gmail.com</a>
2	Shri Prem Chand Pankaj, Ex-CMD NEEPCO	9717433886	<a href="mailto:prempankaj@gmail.com">prempankaj@gmail.com</a>

8.2 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.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

## **9. 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.

## **10. Law and Place of Jurisdiction**

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

## **11. 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.

## **12. Validity**

12.1 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.

12.2 Should one or several provisions of this Pact turn 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.

13. 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:

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

Signature  
(For & on behalf of the BIDDER/

Office Seal  
Name  
Designation

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].*



## 24. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-24)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

**Reference: RFP for Upgradation of OFSAA and Implementation of IRRBB,  
Basel-Capital Adequacy & Analytics and IFRS Solution.  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/44 : December 01,  
2023)**

#	Documents to be submitted	Supporting Documents	Submitted ( Yes / No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> <li>• EMD</li> <li>• Bid document fee</li> <li>• MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee</li> </ul>	Yes / No
2.	Technical Bid Form	<ul style="list-style-type: none"> <li>• As per Annexure-1</li> </ul>	Yes / No
3.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> <li>• Certified true copy of Board Resolution</li> <li>• POA as per format at Annexure-4</li> <li>• (If sub delegates the power by the authorized signatory whose nominated by the board)</li> </ul>	Yes / No
4.	Unconditional Acceptance of Terms and Conditions of RFP	As per Annexure-5	Yes / No
5.	Self-Declarations by Bidder	As per Annexure-6	Yes / No
6.	Letter for Refund of EMD	<ul style="list-style-type: none"> <li>• As per Annexure-13</li> </ul>	Yes / No
7.	Technical Proposal Evaluation	<ul style="list-style-type: none"> <li>• As per Annexure-14</li> </ul>	Yes / No
8.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> <li>• As per Annexure-15</li> </ul>	Yes / No
9.	Evaluation of Eligibility criteria	<ul style="list-style-type: none"> <li>• As per Annexure-16</li> </ul>	Yes / No
10	Experience Certificate	<ul style="list-style-type: none"> <li>• As per Annexure-17</li> </ul>	Yes / No
11	Project Team Profile	<ul style="list-style-type: none"> <li>• As per Annexure-18</li> </ul>	Yes / No
12	Information Security Certificate	<ul style="list-style-type: none"> <li>• As per Annexure-19</li> </ul>	Yes / No
13	Bidder's Profile	<ul style="list-style-type: none"> <li>• As per Annexure-21</li> <li>• Incorporation Certificate</li> <li>• GST</li> <li>• PAN</li> </ul>	Yes / No

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

14	List of Reports	<ul style="list-style-type: none"><li>As per Annexure-22</li></ul>	
15	Pre-Contract Integrity Pact	<ul style="list-style-type: none"><li>As per Annexure-23</li></ul>	Yes / No
16	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"><li>Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)</li></ul>	Yes / No
17	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"><li>Signed copy of RFP (all the pages to be signed).</li><li>Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted</li></ul>	Yes / No

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

## 25. SERVICE LEVEL AGREEMENT (ANNEXURE – 25)

(To be submitted by the Successful Bidder On Rs.500/- stamp paper)

THIS AGREEMENT is entered into at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
2023

### **BETWEEN :**

**IDBI BANK LIMITED**, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and 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 CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005, in the State of Maharashtra (hereinafter referred to as "**IDBI Bank**"/ "**the Bank**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns of the **ONE PART** ;

### **AND :**

M/s. \_\_\_\_\_ a company registered under Companies Act, 1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as "**Service Provider**", which term shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

Each of the parties mentioned above are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**"

### **WHEREAS,**

1. IDBI Bank is engaged in the business of Banking services and is desirous of \_\_\_\_\_, for its Banking business.
2. The Service Provider has represented and warranted that they are engaged in the business of \_\_\_\_\_ and related Services and also has all requisite skills, experience, manpower and resources for providing of \_\_\_\_\_ (said Products / Services).
3. The Service Provider, in terms of its constitutional documents i.e. Memorandum and Articles of Association, has the power to provide the above mentioned product/services.
4. The Service Provider, vide its Quotation dated \_\_\_\_\_, had offered to provide to IDBI Bank service of \_\_\_\_\_, on the terms and conditions, stated therein.

5. Based on the offer and representation made by the Service Provider, IDBI Bank issued Purchase Order (Ref No: \_\_\_\_\_ dated \_\_\_\_\_ (“PO”) in favour of Service Provider and placed order with the Service Provider for availing the said Product/Services.
6. IDBI Bank and the Service Provider are desirous of recording the terms relating to the above arrangement and understanding with respect to the Product/Services and hence these presents.

**NOW, THEREFORE,** in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties hereto hereby agree as follows:

## 1 DEFINITIONS

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

**"Agreement"** means this agreement and all documents attached hereto.

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

**"Confidential Information"** means, all information relating to (i) intellectual property information i.e. Trademark, Logo, Design etc. (ii) IDBI Bank standard/special security procedures and systems at various locations; (iii) technical or business information or material not covered in (i) above; (iv) proprietary or internal information related to customers / constituents / products or services of IDBI Bank including, financial information, process / flow charts, information related to the Services, business and contractual relationships, information the Parties provide regarding third parties; (v) information disclosed pursuant to this Agreement and (vi) all such other information which by its nature or the circumstances of its disclosure is confidential.

This Agreement shall commence on \_\_\_\_\_ hereinafter referred to as the **“Effective Date”**.

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

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

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

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

**"Services"** means providing of Services for \_\_\_\_\_, and other matters related to or incidental to the foregoing as described in Annexure-I ("Scope of Services" / "Work") under this Agreement and any alterations thereof.

**"Scope of Work"** shall mean the written statement issued by IDBI Bank to Service Provider and accepted by Service Provider stating the requirement for Services, setting out in detail the content, nature and scope of Services required, the duration of such requirement, the number of personnel required, the expected time of commencement and completion, mile stones, turnaround time and such other details as may be material to the Services required and detailed in the Annexure-I hereto.

"Term" shall have the meaning ascribed to it in Clause 14.1

## 2 SCOPE OF SERVICES TO BE PERFORMED AND OR RENDERED

### 2.1 Particulars of Statement of Work

The Service Provider shall provide the said Services, in accordance with the Scope of Work / Statement of Work / Service levels appended as Annexure-I hereto and any other additional Services mutually agreed by way of written amendments to this Agreement from time to time.

### 2.2 Scope of Services

The Service Provider shall provide all professional Services including supervision, assistance, guidance, etc, more particularly detailed in the Annexure-I to this Agreement and shall perform all operations and assignments and render all Services as may be necessary and incidental to fulfill its obligations under this Agreement. The Service Provider shall render the Services to the best of its ability and in accordance with Good Industry Practice. Further, all Services necessary and required to satisfactorily fulfill its obligations under this Agreement, shall be deemed to be included in the scope of Services (Annexure-I) of the Service Provider. The Service Provider is committed to using its knowledge, expertise, secured control & management system and information database for the purpose and shall provide IDBI Bank access to the Service Provider's knowledge database and other procedures during the term of Agreement. The Service Provider shall facilitate tapping of its pool of employees, consultants, advisors and analyst during the tenure of the Agreement as may be required.

### 2.3 Related Documentation / Records

The Service Provider shall maintain and provide all necessary documentation, registers

manuals and records (both electronic & Physical) in connection with the performance and management of Services and other related documents including for complying with all Applicable Laws or any statutory requirements.

### **3 PAYMENT OF FEES**

#### **3.1 Invoicing**

- (a) IDBI Bank shall pay the undisputed Fees to the Service Provider upon receipt of the Service Provider's original undisputed invoice(s), raised in accordance with the Billing and Payment Methodology set out in Annexure-II.
- (b) The Service Provider shall submit its invoice(s) and supporting documents in both soft and hard copy to the office of IDBI Bank at its CBD Belapur office.

#### **3.2 Payments**

In consideration of the Services, IDBI Bank shall make payment in respect of the undisputed invoices raised and prepared by the Service Provider as per the provisions in Annexure-II. The Service Provider shall be responsible for its own as well as its personnel's income tax. The Fees or the rates mentioned in Annexure-II are comprehensive and exclusive of all duties, levies, taxes, costs, charges and incidental expenses and are not subject to escalation or any re-openers. Apart from the amounts computed in accordance in Annexure-II, no further sums, charges, fees, costs or consideration of any nature whatsoever shall be payable by IDBI Bank to Service Provider in respect of the Services or any portion thereof. All payments made by IDBI Bank to Service Provider shall be subject to requisite statutory deductions. IDBI Bank shall provide to Service Provider on Service Provider's request, the tax receipts / TDS Certificates / other certificates in this behalf so as to enable Service Provider to claim any tax credits.

### **4 DISPUTED PAYMENTS & SETOFF**

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

### **5 TAXES**

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



to this Agreement.

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

## **6 DISPUTE RESOLUTION MECHANISM**

- (i) The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Agreement in the following manner:
- (ii) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- (iii) The matter will be referred for negotiation between CGM of IDBI Bank and \_\_\_\_\_ of the Service Provider. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

In the event of unresolved dispute or difference between the Parties arising under this Agreement concerning or relating to the rights, liability or obligation on the part of any of the parties hereto, they shall resolve the same by negotiations mentioned above and in the event that no resolutions are reached by negotiation, then within 30 days from the date of dispute (including the 15 days mentioned at (ii) above),. The matter will be referred to Sole Arbitrator mutually appointed by the Parties. The award passed by Sole Arbitrator shall be final and binding on both the parties. All provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall apply accordingly. The arbitration shall be conducted in English at Mumbai.

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

## **7 REPRESENTATIONS & WARRANTY OF THE SERVICE PROVIDER**

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

- (a) The Service Provider to sign this Agreement and perform the obligations hereunder:
- (b) The Service Provider has the expertise, resources and qualified manpower to provide

the Services and hereby warrants that it shall provide the Services meeting global quality standards.

- (c) The Service Provider warrants that all Services provided hereunder shall conform to the requirements of this Agreement and the Service Provider shall at all times adhere to Good Industry Practices.
- (d) The Service Provider warrants that it has obtained all applicable permissions, licenses, permits and consents required to provide the Services and the same are valid and subsisting that the Services shall be provided in compliance with all Applicable Laws and the provision of the Services shall not result in the breach of any Applicable Laws.
- (e) The execution or performance of this Agreement shall not be in violation of any law or conflict with or result in the breach of or constitute a default or require any consent under any decree, order, judgment or other instrument to which Service Provider is a party or by which Service Provider is bound and no such decree, order, judgment or other instrument exists against Service Provider.

### **Remedy of Deficiency in Services**

If in the opinion of IDBI Bank, the Services have not been performed to the standards as described in this Agreement and as more specifically mentioned in Clause 7.1, IDBI Bank shall, have the option to require the Service Provider to expeditiously correct any deficiencies in the Services at no cost to IDBI Bank. Deficiencies in Services shall be determined by reviewing the quality and timeliness of the Services. Deficiencies in Services that cannot be resolved by the Parties may be resolved under the dispute resolution procedures set forth in Clause 6 of this Agreement. IDBI Bank shall make reasonable efforts to review the Services on a quarterly basis and the decision of IDBI Bank in this regard in respect of quality and quantity of Services shall be binding on the Service Provider

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

- (a) The Service Provider shall furnish personnel with the qualifications, skills and experience appropriate to satisfy with the requirements of this Agreement (the "Service Provider Personnel"). The Service Provider Personnel provided under this Agreement shall possess, in the aggregate, a range of skills that would permit individual Service Provider Personnel to perform job / assignment and provide the Services at operating levels as contemplated under the Agreement.
- (b) The Service Provider acknowledges that nothing herein shall give rise to any obligations on the part of IDBI Bank towards the Service Provider Personnel, and the Service Provider alone shall remain responsible for the Service Provider Personnel.

- (c) The Service Provider shall engage while providing Service(s) to IDBI Bank, persons with good character and integrity whose backgrounds / KYC has been duly verified and who do not have any criminal record or involvement.

### 7.3 Changes in Service Provider Personnel

- (a) If IDBI Bank deems any of the Service Provider Personnel unsuitable, incompetent, dishonest, it shall without delay, inform the Service Provider and the Parties shall mutually consult and discuss the issue. If after such consultations and discussions IDBI Bank still requires the Service Provider to remove the concerned person, the Service Provider shall do so and supply a replacement for such employee at its own cost and expense.

## 8 INSURANCE

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

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

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

## 9 CORPORATE REPRESENTATION BY THE SERVICE PROVIDER

The Service Provider represents, warrants and covenants to IDBI Bank that:

### **Corporate Standing**

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

### **No violation of law: litigation**

The Service Provider is not in violation of any Applicable Laws which violations individually or in the aggregate, would affect its performance of any obligations under

this Agreement. There are no legal or arbitration proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending, or threatened against the Service Provider which, if adversely determined could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business of the Service Provider or its ability to perform the obligations under this Agreement.

### **No Breach**

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under the charter of the Service Provider or any applicable law or regulation, or any order writ injunction or decree of any court, or any agreement or instrument or arrangement to which the Service Provider is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument or arrangement.

### **Corporate Action**

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

## **10 CANCELLATION / SUSPENSION / MODIFICATION OF SERVICES**

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

## **11 CONFIDENTIALITY AND DISCLOSURES**

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

- (i) to maintain and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;
- (ii) to only make copies as specifically authorized by the prior written consent of the IDBI Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) to restrict access and disclosure of Confidential Information to such of their employees, security analysts and consultants and advisers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause; and
- (iv) that the Confidential Information shall survive the expiry or termination of the Agreement.

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

- (i) the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (ii) is independently developed by the Service Provider without breach of this Agreement;
- (iii) information in the public domain as a matter of law;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (v) is released from confidentiality with the written consent of IDBI Bank.

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

3. Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Agreement, Confidential Information shall be returned to the Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties.

4. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. The Service Provider shall not disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar

confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Agreement.

The Service Provider to treat Confidential Information as Confidential for a period of \_\_\_\_ years from the date of receipt of the same. In the event of earlier termination of this Contract, the Service Provider hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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

## **12 INDEMNIFICATION**

### **Indemnity by the Service Provider**

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

- (i) the Service Provider's breach of the representations and warranties specified in this Agreement ;
- (ii) acts or omissions of, negligence, fraud or misconduct by the Service Provider ; or
- (iii) Breach of confidentiality obligations.
- (iv) the fault or negligence of the Service Provider, its officers, employees, agents, security analysts, consultants, advisors and/or other representatives;

In the event of IDBI Bank incurring any loss as stated above, IDBI Bank reserves a right to withhold payments / further payments due to the Service Provider and adjust the same towards the loss incurred by it and inform the same to the Service Provider.

The Service Provider shall be liable to IDBI Bank for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any Person assigned by the Service Provider for the performance of the Services under this Agreement and / or for any loss and / or damage caused to the property of IDBI Bank.



The Service Provider shall be liable for any loss, corruption or restoration of data or software or any loss of profit, revenue, business, savings or goodwill or any consequential, special, exemplary or punitive or indirect loss, damage however caused.

For the purposes of this Agreement, the Service Provider shall include the Service Provider, its personnel, employees, agent, consultants etc.

**Survival of Indemnity**

The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

**13 LIABILITY OF THE IDBI BANK**

In the event of this Agreement is terminated consequent to the non-compliance of the provisions of this Clause, no further liabilities or obligations shall accrue on IDBI Bank except for any charges due and owing at the time of such termination, for the Services rendered under this Agreement prior to such termination.

**14 TERM & TERMINATION OF THE AGREEMENT**

**1. Term**

The term of this Agreement shall be \_\_\_\_ Year from the Effective Date and shall be renewable for a period and terms mutually agreed and communicated in writing unless this agreement is terminated pursuant to Section 14.2

**2. Termination by IDBI Bank**

- (a) IDBI Bank shall be entitled to terminate this Agreement without assigning any reasons whatsoever by providing a prior written notice of 30 (thirty) days. The Agreement shall stand terminated on the expiry of the said period of 30 days relieving both Parties of their respective obligations, save such obligations and / or liabilities of the Service Provider that, by their nature, survive the termination of this Agreement.
- (b) IDBI Bank shall be entitled to terminate this Agreement:
  - (i) if the Service Provider fails or refuses to perform the Services in the manner and / or within the time frame agreed in this behalf or abandons the Services or any part thereof; or
  - (ii) if the Service Provider delivers non-conforming Services, in whole or in part; or
  - (iii) if the Service Provider, intentionally or unintentionally, disregards or violates any Applicable Laws, regulations, rules or conditions of any applicable

- permits; or
- (iv) if the Service Provider fails to correct defects and deficiencies in any Services in a timely manner; or
  - (v) if any of the representations or warranties provided by the Service Provider are found to be false or incorrect; or
  - (vi) if the Service Provider breaches any other material term of this Agreement; or
  - (vii) If a petition for insolvency, winding up or dissolution is filed against the Service Provider or any court receiver is appointed as receiver of all or any of the properties / assets of the Service Provider ; or
  - (viii) If in the opinion of IDBI Bank the interest of IDBI Bank are jeopardized in any manner whatsoever due to default committed by Service Provider.
- (c) In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion, provide the Service Provider with written notice of IDBI Bank's intention to terminate for default. In the event the Service Provider does not cure such failure within 30 (thirty) days of such notice, IDBI Bank may, by written notice, forthwith terminate this Agreement.
- (d) In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion engage the services of another vendor for a temporary period and written intimation of such engagement shall be given to the Service Provider which shall be binding on them.
- (e) The payments will be made for all services rendered up to the date of termination becomes effective, as per the terms and prices.

### **Consequences of termination**

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

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

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

## **15 NOTICES**

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

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) 3 days after being given to a reputed courier with a reliable system for tracking

delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 7 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail.

All notices and other communication shall be addressed as follows:

In the case of the SERVICE PROVIDER	
	(Name of the SERVICE PROVIDER) Chief Executive Officer, (Address )
	Attn: Shri
	Tel:
	Fax:
	Email:
In the case of IDBI BANK:	IDBI Bank Ltd.
	IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005
	Attn:
	Tel:
	Fax:
	Email:

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

## 16 GOVERNING LAW / JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai, subject to clause 6 (iii) of dispute resolution mechanism.

## 17 MISCELLANEOUS

17.1. The Service Provider agrees, represents and warrants that no IDBI Bank officer, director, employee, representative or agent has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement, This clause shall survive the termination of this Agreement.

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

### **17.2. Subcontracting**

The Service Provider shall not employ the Services of any sub-contractor directly or indirectly without prior written approval of IDBI Bank.

### **17.3. Assignment**

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

### **17.4 Relationship between Parties**

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

### **17.5 Entire Agreement**

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

Notwithstanding to content hereinabove, all the terms and conditions of this Agreement shall prevail over any previous written agreement/ understanding and/or oral arrangement between the Parties.

### **17.6 Amendment**

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

### **17.7 No Waiver**

The failure of either Party, at any time during the Term hereof, to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

### **17.8 Severability**

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

### **17.9 Inspection/ Audit**

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

### **17.10 Setoff**

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

### **17.11 Headings**

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

### **17.12 Survival**

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

**17.13** The terms and condition of the RFP would be applicable to the SLA. Further, in the event of any conflict between the clause of the RFP, SLA, NDA, Contract Form,

PBG, Indemnity etc. the terms of the RFP would prevail.

## **18 PENALTY**

The Service Provider shall be liable to pay monetary penalties to the Bank for delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, provided all required support and approvals are given to the Service Provider in time. IDBI Bank will impose a penalty of 2% of the monthly amount for each delayed Services, deficient Services or inadequate Services, subject to the ceiling of 10%. It is clarified that penalties imposed under and pursuant to the clause from time to time shall not in any case exceed 10 % of the PO value. This clause will survive the expiration, cancellation or termination of this Agreement.

In addition to the above, if any penalty is levied on the IDBI Bank due to delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, the Service Provider shall either compensate the said amount within \_\_\_\_\_ days of demand by the IDBI Bank without any demur, reservation, contest, recourse or protest; or adjust the same towards the payment due to the Service Provider under intimation.

For the purposes of this clause, the Service Provider shall include the Service Provider, its personnel, employees, agents, consultants etc.

## **19 COMPLIANCE WITH RBI AND OTHER REGULATORY REQUIREMENTS**

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

## **20 STATUTORY REQUIREMENTS AND RIGHT OF INSPECTION BY RBI**

- a. The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators (including RBI) and competent authority from time to time. During the tenure of this Agreement nothing shall be done by the Service Provider in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep IDBI Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.
- b. During the term of this Agreement, Reserve Bank of India or one or more of its officers or any person authorized by it shall have the right to inspect the books



and account of the Service Provider including but not limited to the documents provided by IDBI Bank, record of transactions, and other necessary information given to, stored or processed by the Service Provider within a reasonable time. The Service Provider shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.

## 21 OWNERSHIP AND RETENTION OF DOCUMENTS

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

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

Signed and Delivered by **IDBI Bank Ltd**

Signature:

Name:

Date: .....

IN THE PRESENCE OF

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

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

Ref: IDBI-Bank/ITD/VMG/RFP/23-24 /44

Page 169 of 171

01-Dec- 2023

Signed and Delivered by M/s. \_\_\_\_\_,

Signature:

Name:

Date: .....

IN THE PRESENCE OF

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

## 26. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-26)

### 26.1. DEFINITIONS:

**26.1.1.e-Procurement Technologies Ltd.(Auction Tiger):** Service provider to provide the e-Tendering Software.

**26.1.2.IDBI Bank e-Procurement Portal:** An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://eauction.auctiontiger.net/EPROC/>

### 26.2. ACCESSING / PURCHASING OF BID DOCUMENTS :

**26.2.1.**It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in). **e-Procurement Technologies Ltd.(Auction Tiger):** also facilitate Class II or Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact **e-Procurement Technologies Ltd. (Auction Tiger):** at mobile no. +91-9099090830 for DSC related queries or can email at [dsc@abcprocure.com](mailto:dsc@abcprocure.com).

**26.2.2.**To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) to have a user ID & Password with no registration fee.

**26.2.3.**The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

**26.2.4.**The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

**26.2.5.**For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: [nandan.v@eptl.in](mailto:nandan.v@eptl.in), [fahad@eptl.in](mailto:fahad@eptl.in), [devendra.r@eptl.in](mailto:devendra.r@eptl.in), [nikhil@eptl.in](mailto:nikhil@eptl.in)

**Note:** It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor e-Procurement Technologies Ltd. (Auction Tiger) will be responsible for such eventualities.

\*\*\*\*\* END OF RFP DOCUMENT \*\*\*\*\*