REQUEST FOR PROPOSAL (RFP)

FOR

DOCUMENT MANAGEMENT SYSTEM
Disclaimer

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

This RFP document is not an agreement and is not an offer by IDBI Bank. This RFP is to invite proposals from applicants who are qualified to submit the Bids (“Bidders”). 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 may conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. IDBI Bank reserves the right or discretion to change, modify, add to or alters any or all of the provisions of this RFP document and / or the bidding process, without assigning any reasons, whatsoever. Such change will be intimated to all Bidders. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by IDBI Bank.

IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. IDBI Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of IDBI Bank shall be final, conclusive and binding on all the parties.
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### Schedule of Events

**Bid document may be downloaded from Bank’s Website [www.idbi.com](http://www.idbi.com)**

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of issue of RFP</td>
<td>19.10.2013</td>
</tr>
<tr>
<td>RFP/Bid Reference</td>
<td>IDBI/APP/2013-14/003</td>
</tr>
<tr>
<td>RFP is downloadable from the following website</td>
<td><a href="http://www.idbibank.com">www.idbibank.com</a></td>
</tr>
<tr>
<td>Last date for submission of Pre bid queries</td>
<td>26.10.2013 up to 2.00 pm (queries should be forwarded strictly in the format given on page 88 of this RFP)</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>28.10.2013 at 11.30 am</td>
</tr>
<tr>
<td>Cost of the Bid Documents (Non refundable)</td>
<td>Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft from a Scheduled Bank in favour of ‘IDBI Bank Limited’, payable at Mumbai.</td>
</tr>
<tr>
<td>EMD</td>
<td>Rs.5.00 lakhs - (Rupees Five Lakhs only). EMD in the form of Demand Draft (DD)/Pay Order (PO)/Banker’s Cheque (BC) in favour of “IDBI Bank Limited” payable at Mumbai</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Shri. K. Annamalai</td>
</tr>
<tr>
<td>Contact Number:</td>
<td>022- 61592391</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:annamalai.k@idbiintech.com">annamalai.k@idbiintech.com</a></td>
</tr>
<tr>
<td>Address for Communication</td>
<td>Deputy General Manager (IT), IDBI Bank Ltd. IDBI Building, Plot No. 39-41 Sector 11, CBD Belapur, Navi Mumbai 400 614.</td>
</tr>
<tr>
<td>Mode of submission</td>
<td>One envelope: Technical Bid – Hard copy and soft copy One envelope: Commercial bid - Hard copy only Both the envelopes to be enclosed in a Single sealed envelope.</td>
</tr>
<tr>
<td>Last Date and Time for Receipt/ Submission of Bids</td>
<td>11.11.2013 at 5.00 pm</td>
</tr>
<tr>
<td>Date and Time of Opening of Technical Bids</td>
<td>12.11.2013 at 11.30 am</td>
</tr>
<tr>
<td>Place of Opening of Bids</td>
<td>IDBI Bank Limited. IDBI Building, Plot No. 39-41 Sector 11, CBD Belapur, Navi Mumbai 400 614.</td>
</tr>
</tbody>
</table>

**Note:**

1. This tender document is the property of IDBI Bank and it is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received/opened on the next working day up to the appointed time/at the same time specified above.

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**A. Praveen Kumar**

GH (Technology Services)
SECTION 1

1. Background

IDBI Bank Limited ("IDBI Bank/IDBI") is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). IDBI Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934 which categorizes IDBI Bank under a new sub group of “other public sector bank”. IDBI Bank is engaged in conducting banking business and providing finance to industries and other category of customers. IDBI Bank with its Registered Office at "IDBI TOWER", WTC Complex, Cuffe Parade, Mumbai has a pan-India presence. As on 31 March, 2013 IDBI Bank has a network of 1077 branches and 1702 ATMs across the country. IDBI Bank is pursuing an ambitious growth plan, which will take it to achieve a greater size in the coming years.

IDBI Bank has different channels for offering its Banking services to its customers for carrying out their banking transactions and knowing product/service information.

2. Overview

The Bank is interested in implementing Centralized Document Management System (DMS) and Workflow. The Bank wants the solution initially to be implemented for Account Opening processing. The scope of the system can be enhanced as per requirements of Bank. The solution offered must be horizontally scalable to cater to these requirements also. The aim of this project is listed below:

- To make the image of the paper documents available in the electronic form within a day of their receipt/creation/filing.
- To reduce the physical space required to store the files, circulars and other administrative paper documents.
- To build a Strong Image Repository from the current Paper based file systems & integrates the same with the Bank’s different applications including sensitive documents.
- Improve the business processes in order to increase efficiency, better utilization of resources, improve productivity & reduce turnaround time (TAT) for each process
- Provide business continuity by making available important documents through DMS
- Provide repository of business sensitive documents.
- To make electronic files available across the Bank for 24 hours a day
- To make documents and files accessible to multiple users simultaneously.
- To store and route documents electronically.
- To create a back-up to the Paper Based Documents to serve as a DR system
3. Eligibility Criteria / Preliminary Examination

The prospective Bidders should fulfil the respective pre-qualifications mentioned below; otherwise their Bids will not be considered valid for the Bid evaluation process and will be summarily rejected. The Bidders should submit all the supporting documents in the Bidder’s eligibility proof. In the absence of such documentary evidences Bid will be rejected without any further correspondence.

The decision of IDBI Bank shall be final, conclusive and binding on all the parties.

a. Bidder should be a company registered in India with an established setup in India. *(Proof of same needs to be submitted)*

b. Minimum annual turnover of Bidder should be Rs 50 Crores for the financial year 2012-13.

c. Bidder should be a net profit earning company during last 3 years i.e. financial year 2011, 2012 and 2013. *(The balance sheets of the relevant period need to be provided)*

d. Reputed and experienced bidder who have adequate and sound knowledge of Scanning, Digitisation and Archiving techniques and possess at least 2 years’ experience of conducting similar nature of work in India *(A self-certificate to this effect indicating relevant experience and activities undertaken need to be submitted)*

e. Bidder should have implemented end to end comprehensive Document Management Solution in at least 2 institutions in the BFSI sector, of which one should be a scheduled commercial bank in India with a minimum of 500 branches for Scan based account opening process.

f. The Proposed DMS application should have been implemented at least in one Scheduled Commercial Bank in India with a minimum of 500 branches for Scan based account opening process.

g. Bidder should be having minimum accreditations of ISO:9001: 2005

h. The bidder should have support office(s) in Mumbai and Chennai.

i. The bidder can make consortium but cannot sub contract the job to any other bidder / labour bidder and the implementation for the Bank must be done by the employees of the consortium partner only.

j. The vendor must comply with government’s rules and regulations like minimum wages act, Provident fund and ESIC facility standard. *(Proof of compliance and labour license needs to be submitted along with the quotation)*
k. Bidder should not have been blacklisted by any Govt. organizations/PSU/PSB during the last three years. The bidder shall give a declaration to this effect that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender, otherwise the bid will not be considered.

l. OEM can quote through a bidder who should meet all eligibility criteria mentioned in the RFP except in respect of DMS application, which OEM should meet.

m. The Vendors are required to comply with the following CVC guidelines:

- Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the application in the same tender

- If bidder submits bid on behalf of the OEM, the same bidder shall not submit a bid on behalf of another OEM in the same tender

- The OEM cannot nominate more than one bidder for the proposed solution. In the event that there is such a case, both/all submission will be rejected outright. The decision of IDBI shall be final and binding in this regard.

**Note:** Bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Annexure I (Contents and format of Technical Bid). Non-compliance of any of the criteria can entail rejection of the offer. 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.
4. Terminologies and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
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<tr>
<td>AO</td>
<td>Account Opening</td>
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<tr>
<td>API</td>
<td>Application Program Interface</td>
</tr>
<tr>
<td>ATS</td>
<td>Annual Technical Support</td>
</tr>
<tr>
<td>CCU</td>
<td>Central Clearing Unit</td>
</tr>
<tr>
<td>CPU</td>
<td>Central Processing Unit</td>
</tr>
<tr>
<td>DMS</td>
<td>Document Management System</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology</td>
</tr>
<tr>
<td>ISO</td>
<td>International Standard Organization</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidder</td>
</tr>
<tr>
<td>MIS</td>
<td>Management Information Systems</td>
</tr>
<tr>
<td>RAC</td>
<td>Retail Asset Centre</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RPU</td>
<td>Regional Processing Unit</td>
</tr>
<tr>
<td>SRS</td>
<td>Software Requirement Specification</td>
</tr>
<tr>
<td>UAT</td>
<td>User Acceptance Testing</td>
</tr>
</tbody>
</table>
SECTION 2: INVITATION FOR BIDS

1. Invitation for Bids

This Request for Proposal (RFP) is to invite proposals from eligible Bidders Document management Solution for IDBI Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted to, Deputy General Manager – IT, IDBI Bank Limited, IDBI Building, Plot NO. 39-41 Sector 11, CBD Belapur, Navi Mumbai 400614.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. 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 will be at the Bidder’s own risk and may result in rejection of the Bid and for which IDBI Bank shall not be held responsible.

3. Cost of Bidding

The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid and IDBI Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

4. Cost of RFP / Bid document

Cost of RFP / Bid document is Rs 10,000/- (Rupees Ten thousand only). The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft or pay order in favour of ‘IDBI Bank Limited’, payable at Mumbai, at the time of purchasing the RFP/Bid Document. In case, the Bid/RFP Documents are downloaded from the Internet (IDBI Bank site), the prescribed amount towards the cost of Bid Document should be paid along with the submission of the Bid response. Bids without the payment of amount towards the cost of Bid Document shall be rejected. The Cost of RFP /Bid document is non-refundable.
5. Content of Bidding/ RFP Document

The major requirements, bidding procedures and General Terms & Conditions are prescribed in the RFP documents. The RFP document includes:

- Section 1 : Introduction
- Section 2 : Invitation for Bids
- Section 3 : Instructions to Bidders
- Section 4 : Terms and Conditions of the RFP
- Section 5 : Scope of Work
- Section 6 : Functionality and Architectural Details
- Section 7 : Technical Details required from Bidder
- Section 8 : Bidder Information
- Annexure – 1 : Contents and Formats of Technical Bid
- Annexure – 2 : Contents and Formats of Financial Bid
- Annexure – 3 : Service Level Agreements
- Annexure -4 : Unconditional acceptance of the terms of the RFP.
- Annexure -5 : Non-Disclosure Agreement
- Annexure-6 : Format of Account Opening Form

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of this RFP may notify IDBI Bank in writing vide E-mail. The following personnel may be contacted for these purposes.

<table>
<thead>
<tr>
<th>Name of the officer</th>
<th>Designation</th>
<th>Contact Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Annamalai</td>
<td>Associate Consultant</td>
<td><a href="mailto:annamalai.k@idbiintech.com">annamalai.k@idbiintech.com</a></td>
</tr>
</tbody>
</table>

IDBI Bank shall respond in writing vide E-Mail/Letter/Fax to any request for clarification on the bidding documents, from the prospective Bidders, which it receives not later than the date specified in Schedule of Activity. Further, IDBI Bank will respond vide E-Mail/Letter/Fax, to all clarifications, without identifying the source of the inquiry. IDBI Bank shall not be responsible for any external agency delays in above communication.
7. Amendment of Bid Document/RFP Document

a) IDBI Bank reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.

b) At any time before the deadline for submission of Bids / offers, IDBI Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.

c) All prospective Bidders who have received this RFP shall be notified about the amendment in writing vide e-mail or fax or post or the same may be hosted on IDBI Bank’s website (www.idbi.com), and all such amendments shall be binding on them.

d) If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, IDBI Bank at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 7 days. However, no request from the Bidder, shall be binding on IDBI Bank for the same. IDBI Bank’s decision in this regard shall be final, conclusive and binding on all the Bidders.

e) Any attempt by the Bidders to visit or meet Top management officials of the IDBI Bank in connection with or incidental to the Bid process, shall be construed by the IDBI Bank as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the IDBI Bank.
SECTION 3: INSTRUCTION TO BIDDERS (ITB)

Preparation of Bids

1. Language of Bid

The Bid prepared by Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and IDBI Bank shall be in English only.

2. Clarifications on bid Document/RFP

Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the Bid Documents, they should forthwith refer the matter in writing to IDBI Bank for necessary clarifications within the specified time. IDBI Bank's decision in this regard shall be final, conclusive and binding on all the bidders or offers.

3. Documents constituting the Bid

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements as stated herein below shall be summarily rejected.

a) Technical Bid
   i. Refer Annexure 1 for the Technical Bid contents and formats.
   ii. Please note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid.

b) Commercial /Financial Bid
   i. Refer Annexure 2 for the Commercial Bid contents and formats.
   ii. The Bidders shall quote price in clear terms. Break up should abide by the Format for Commercial Bid described in Annexure 2.

c) The Bidders cannot quote for the Service(s) in part.

d) All prices shall be for delivery of Service(s) to IDBI Bank exclusive of taxes up to the satisfaction of IDBI Bank or IDBI Bank’s representatives. However the Bidder needs to mention the taxes applicable in the commercial bid. The aggregated prices should be quoted in figures as well as in words. In case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.
e) The Financial Bids should strictly conform to the formats to enable evaluation of the Bids and special care may be taken that the Bids having any hidden costs or conditional costs will be liable for straight rejection.

f) The price components furnished by the Bidders will be solely for the purpose of facilitating the evaluation 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.

g) Prices quoted by the Bidders shall remain fixed during the entire Contract period and no increase of rates including that on account of cost escalation will be allowed under any circumstances. No open-ended Bid shall be entertained and the same is liable to rejection straightway. However, in case of reduction of prices due to technological obsolescence/change of product model or such other similar reasons, the Bidder shall pass on the price benefit to IDBI Bank. Nevertheless, it shall always be the duty of the Bidder to use the best and latest technology while performing its duties under the Contract.

h) The price quoted must be exclusive of any and all taxes and there should be no re-openers. The service tax, if applicable, will be paid extra. Other applicable tax would be deducted at source, if any, as per prevailing rates.

4. Bid Currencies

Prices shall be quoted in Indian National Rupee (INR).

5. Bid Security (EMD)

a) Amount of Bid Security (EMD)

The Bidder shall furnish, as part of its Bid, a Bid Security (EMD) in the form of Demand Draft / Bankers’ Cheque/ Pay order, drawn in favor of “IDBI Bank Limited” for an amount of Rs 5 lakhs (Rupees Five lakhs only) payable at Mumbai, and must accompany the Technical Bid. The Bid security / EMD shall not bear any interest.

b) Requirement of Bid Security (EMD)

The Bid Security is required to protect IDBI Bank against the risk of Bidder’s conduct, which would warrant the security’s forfeiture, pursuant to Clause 5(f) hereof.

c) Rejection of Bid

Any Bid not accompanied by the EMD as mentioned above, shall be rejected by IDBI Bank, without any further correspondence, as non-responsive.
d) Discharge of Bid Security of Unsuccessful Bidder

In the case of unsuccessful Bidder or decision to abandon the Bid process, the Bid Security will be discharged / returned / refunded without any interest payment within 90 (ninety) days from the date of closure of Bid to all the Bidders who participated in the Bid process.

e) Discharge of Bid Security/EMD of Successful Bidder

The successful Bidder’s Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, within the stipulated time.

f) Forfeiture of Bid Security

The Bid Security shall be forfeited:

i. If a Bidder withdraws his Bid during the Bid validity period; or

ii. If a Bidder makes any statement or encloses any form or document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and /or conceals or suppresses any material information; or

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

iv. In the event of any evasion, avoidance, refusal or delay on the part of the Bidder to sign and execute any document, as may be required by IDBI Bank.

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

6. Period of Validity of Bids

a) Validity Period

Bids shall remain valid for 90 (ninety) days after the date of Bid opening prescribed by IDBI Bank. IDBI Bank reserves the rights to reject a Bid, valid for a period shorter than 90 days as non-responsive, without any correspondence. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.
b) Extension of Period of Validity

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

7. Format and Signing of Bid

a) Number of copies of Bid

The Bidders shall prepare one Technical Bid, clearly marking "Technical Bid". Similarly, Bidders shall prepare one Financial Bid, clearly marking "Financial Bid". The copy of Technical Bid should also be submitted in soft copy (DVD) clearly marked as “Technical Bid- soft copy”.

b) Authentication of Bid

The Bids shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization (in original) shall be supported by a written power-of-attorney (Refer to Form-3 of Annexure 1) accompanying the Bid. The person or persons signing the Bid shall initial all pages of the Bid, except for the un-amended printed literature.

c) Validation of interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with signature.

The deficiency in documentation may result in the outright rejection of the Bid and IDBI Bank shall not be liable for the same in any manner whatsoever. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

8. Revelation of prices

Rate/Price in any form or for any reason should not be revealed before opening the Bid, failing which the offer / Bid shall be liable to be summarily rejected. If price change is envisaged due to any clarification(s), revised Bid in a separate sealed cover shall be submitted with prior written permission of IDBI Bank.
9. Sealing and marking of Bids

a) Enclosing of Bid

The Technical Bid (hard copy and Soft copy) shall be placed in a separate sealed envelope clearly marked as "Document Management System for IDBI Bank - Technical Bid"

i. The Financial Bid shall be placed in a separate sealed envelope clearly marked as “Document Management System for IDBI Bank – Financial Bid (Prices only) – Do not open with Technical Bid ".

ii. Both the envelopes carrying Technical Bid (envelope A) and Financial Bid (envelope B) should then be put in a single outer cover sealed. The cover should read “Bid for Document Management System for IDBI Bank”

iii. Bid envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of the Bids.

iv. No indications pertaining to price or financial or commercial terms should be made on the envelopes.

b) Mailing Address for Bids

Bid shall be addressed to the IDBI Bank at the following address:

IDBI Bank Ltd
Deputy General Manager – IT
Plot NO. 39-41, Sector 11,
CBD Belapur,
Navi Mumbai 400 0614

c) Responsibility of IDBI Bank

If the outer envelope is not sealed and marked as required, IDBI Bank will assume no responsibility for the Bid’s misplacement or premature opening.

10. Rejection of Bids

The Bid has to be submitted in the form of a printed document only. The Bids submitted by telex, fax or email Bids shall not be entertained.
Any condition put forth by the Bidders which are non-conforming to the Bid requirements, shall not be entertained at all and such Bid shall be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

11. Deadline for Submission of Bids

a) Last date for Submission

The Bids (both Technical and Financial) must be received by IDBI Bank, at the address specified, not later than the date specified in the Schedule of Events. In the event of the specified date for the submission of Bids being declared a holiday for IDBI Bank, the Bids will be received up to the appointed time on the next working day.

b) Extension for Last date for Submission

IDBI Bank may, at its own discretion, extend the period for submission of Bids by amending the Bid documents/RFP, in which case all rights and obligations of IDBI Bank and Bidders shall stand extended. However no request for extension of time from the Bidders shall be binding upon IDBI Bank.

12. Late Bids

Any Bid received by IDBI Bank after the deadline for submission of Bids prescribed by IDBI Bank, will be summarily rejected and returned unopened to the Bidder. IDBI Bank shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. IDBI Bank's decision shall be final, conclusive and binding on the affected parties. No further correspondence on this subject will be entertained by IDBI Bank.

13. Modification and Withdrawal of Bids

a) Written Notice

The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that IDBI Bank receives written notice of the modification or withdrawal, before the expiration of deadline prescribed for submission of Bids.

b) Signing and Marking of Notice

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as “MODIFICATION” or “WITHDRAWAL” as appropriate. A duly signed withdrawal notice may also be sent by fax or post so as to reach the designated office before the expiration of deadline for submission of Bids.
c) Last Date for Notice

No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity specified by the Bidder on the Bid form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security.

**Bid Opening and Evaluation of Bids**

14. Opening of Bids

IDBI Bank will open all Technical Bids, in the presence of Bidders or their representatives who choose to attend the Technical Bid opening at **IDBI Bank Limited, IDBI Building, plot 39-41, sector 11, CBD Belapur, Navi Mumbai.** Bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day.

1. The envelope containing the Commercial offers of all eligible Bidders would be opened. The format for quoting commercial bid is set out in **Annexure - 2.** The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid.

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

3. Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

15. Clarification of Bids

During evaluation of Bids, IDBI Bank may, at its discretion, when deemed necessary, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the date as may be specified by the IDBI Bank in this regard, IDBI Bank reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

16. Rectification of Errors

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

IDBI Bank reserves the right to accept any Bid and to annul or abandon the Bid process and / or reject in part or full any or all the Bids at any time prior to award of contract /Bid, 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 IDBI Bank’s action. Any action / decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.

18. Cancellation of Bid

IDBI Bank reserves the right to cancel, annul or abandon 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 IDBI Bank’s action. IDBI 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. Any action / decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder. IDBI 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 IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.

19. Evaluation and comparison of Bids

a) Preliminary check

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

ii. The Bids will be examined by the IDBI Bank to determine whether they are complete in all respects. A Bid determined as not substantially responsive will be rejected. The IDBI Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iii. After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to make presentation /demo of the solution/services offered by them.
iv. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, the Bidders will be done. In the second stage, the commercials of implementation would be evaluated.

v. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.

vi. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

b) Technical Bid evaluation methodology that IDBI Bank would adopt is as given below

i. The functional and technical questionnaire / (specification) is in a form of a table as provided in Section 6, which contains the required functionality features in the second column.

ii. The Bidder is expected to fill up these functionality requirements with appropriate responses, details submitted as part of Technical Bid.

iii. The following table lists the scale, which should be used to provide the response:

<table>
<thead>
<tr>
<th>Scale</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Required features readily <strong>available</strong> and to be provided by the bidder.</td>
</tr>
<tr>
<td>2</td>
<td>Customization required. The bidder needs <strong>ONE elapsed month</strong> to complete it within the quoted cost.</td>
</tr>
<tr>
<td>1</td>
<td>Customization required. The bidder needs <strong>more than one elapsed month but less than two months</strong> time to complete it within the quoted cost.</td>
</tr>
<tr>
<td>0</td>
<td>Functionality is not available and will not be provided by the bidder.</td>
</tr>
</tbody>
</table>

**Note:** - Elapsed time starts from the time the Purchase order is issued to the Bidder.

c) The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP eg:

i. Bidder's proposal should conform to the contents and format of the technical bid listed out Annexure -1 in the RFP.
ii. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

d) The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include, scrutiny of company profile (as mentioned in Section 8, Part 1) and technical information submitted as per format (Annexure 1), proposed software/service solution, system demonstration of proposed solution, Proof of Concept (POC), reference calls and site visits. The Bidder may highlight the noteworthy/superior features of their solution. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank, the capability of the solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder should use their own tools/utilities/simulators to demonstrate the features laid in the RFP/evaluation criteria.

e) The various parameters for technical evaluation and their weight ages are given in the table below. At the sole discretion and determination of the IDBI Bank, the IDBI Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Particulars</th>
<th>Maximum Marks</th>
<th>Scoring Mechanism</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Functional / Technical / Architectural specifications (As listed out in Sec 6, clause 3, Table 2 of the RFP)</td>
<td>70</td>
<td>The rating / marks obtained in the specification sheet will be converted with 2 decimal places to 70%.</td>
</tr>
<tr>
<td>2</td>
<td>Credentials on past experience – Implementation of the complete solution in scheduled commercial bank in India with a minimum of 500 branches for Scan based account opening process.</td>
<td>10</td>
<td>Two marks per bank to the max of ten marks</td>
</tr>
<tr>
<td>3</td>
<td>Number of resources exclusively involved in the development and implementation of DMS solution.</td>
<td>5</td>
<td>50 + resources 5 marks &lt;br&gt;26 – 50 resources 4 marks &lt;br&gt;25 resources 2 marks</td>
</tr>
<tr>
<td>4</td>
<td>No. Of years experience in the business of DMS</td>
<td>5</td>
<td>More than 7 years 5 marks &lt;br&gt;More than 5 &amp; up to 7 yrs 3 marks &lt;br&gt;Upto 5 years 2 marks</td>
</tr>
<tr>
<td>5</td>
<td>Presentation, Demos, on site visit, Implementation methodology, project Plan etc</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
Note:

The Selected Vendor is required to provide documentary evidence for each of the above criteria like P.O., Authorisation from client, Acceptance letter, self certificates etc.

The eligible bidders will be required to arrange and carry out Proof of Concept (POC) at his own cost. POC will cover any or all of the specified parameters as laid out in Scope of Work and Functional / Technical Specifications. The outcome of the POC will be considered for the evaluation for such parameters.

f) Commercial Evaluation

(1) The evaluation of the Commercial Bids/Offers will be done on the total cost of ownership as mentioned in Annexure 2 (Contents and Format of Commercial Bid)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Offer Price (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of DMS Application Software - for 3000 bank users (Please refer to Scope &amp; requirement clauses of the RFP for details)</td>
<td>T1</td>
</tr>
<tr>
<td>2</td>
<td>Cost of workaround / customization / development /debugging/implementation/minor enhancements and one year warranty including one onsite resource.</td>
<td>T2</td>
</tr>
<tr>
<td>3</td>
<td>Implementation at DC &amp; DR</td>
<td>T3</td>
</tr>
<tr>
<td>4</td>
<td>Any other software cost (including license cost, middleware, webserver, any other software etc) not included above</td>
<td>T4</td>
</tr>
<tr>
<td>5</td>
<td>Miscellaneous Costs (Please Specify)</td>
<td>T5</td>
</tr>
<tr>
<td>6</td>
<td>Cost of Annual Technical Support</td>
<td>T6</td>
</tr>
<tr>
<td></td>
<td>ATS for 1st year</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>ATS for 2nd year</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>ATS for 3rd year</td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>Total (T6)</td>
<td>(A+B+C)</td>
</tr>
</tbody>
</table>

TCO (Total Cost of Ownership for evaluation) \( T(A) = T1 + T2 + T3 + T4 + T5 + T6 \)

Total Cost of Document Management System = Rs. < in words (Total Cost) > only
(2): Post warranty – Rate per onsite resource per annum. (For information)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On site Support after completion of warranty for 1st year</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>On site Support after completion of warranty for 2nd year</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>On site Support after completion of warranty for 3rd year</td>
<td></td>
</tr>
</tbody>
</table>

(3) Additional User License cost

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Cost of License</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Amount in Figures (Rs)</td>
</tr>
<tr>
<td>1</td>
<td>User License cost (per user)</td>
<td></td>
</tr>
</tbody>
</table>

Bank will procure additional user Licenses at the Cost quoted (in table – 3) above during Warranty & AMC period

g) Final Evaluation

The evaluation of the response to this RFP will be done on a 70-30 Techno-commercial evaluation method.

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

**Computation Methodology for arriving at “successful Quote”:**

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

\[
\text{Commercial score (CS)} = \frac{C_{\text{low}}}{C} \times 30
\]

\[
\text{Technical score (TS)} = T \times 0.7
\]

\[
\text{Final score (S)} = \text{CS} + \text{TS}
\]
C<sub>low</sub> - The lowest commercial bid.
C - Commercial quote of the bidder.
T - The marks obtained by the bidder as per the technical evaluation.

In the above example, Bidder 2, with the highest score becomes the successful TC1 bidder.

<table>
<thead>
<tr>
<th>S. N</th>
<th>Bidder</th>
<th>Technical Score - (T)</th>
<th>Commercial Quote in Rs. (C)</th>
<th>CS = (C&lt;sub&gt;low&lt;/sub&gt; / C)*30</th>
<th>TS = T * .70</th>
<th>Score(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder 1</td>
<td>77</td>
<td>100/-</td>
<td>30</td>
<td>53.90</td>
<td>83.90</td>
</tr>
<tr>
<td>2.</td>
<td>Bidder 2</td>
<td>95</td>
<td>120/-</td>
<td>25</td>
<td>66.50</td>
<td>91.50</td>
</tr>
<tr>
<td>3</td>
<td>Bidder 3</td>
<td>60</td>
<td>130/-</td>
<td>23.07</td>
<td>42.00</td>
<td>65.07</td>
</tr>
</tbody>
</table>

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

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

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

20. Contacting IDBI Bank

a) Contact by Writing

No Bidder shall contact IDBI Bank on any matter relating to its Bid; from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of IDBI Bank, it should be done in writing.

b) Rejection of Bid

Any effort by a Bidder to influence IDBI Bank in its decisions on Bid evaluation, Bid comparison or Contract award may result in rejection of the Bidder’s Bid and forfeiture of its Bid Security.
**Award of Contract**

21. **IDBI Bank’s right to accept any Bid and to reject any Bid or all Bids**

IDBI Bank shall however not bind itself to accept the best Bid or any Bid and reserves the right to accept any Bid, wholly or in part. IDBI Bank reserves rights to annul the Bidding process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders.

22. **Notification of acceptance of Bid**

a) **Notification to Bidder**

Before the expiry of the period of validity of the proposal, IDBI Bank shall notify the successful Bidder (TC1) in writing by registered letter or by fax or by hand-delivery, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Agreement / Contract within seven (7) days from the date of acceptance.

b) **Signing of Contract**

Signing of the Contract shall follow the notification of the acceptance. However, IDBI Bank may negotiate certain terms with successful Bidder before signing of the Contract. The Bidder should sign the Contract Form (Refer Annexure-1: Form-7) the signing of Contract will amount to award of contract and Bidder will initiate the execution of the work as specified in the Contract.

The signing of contract shall be completed within 7 days of receipt of notification of the acceptance of bid.

c) **Discharge of Bid Security (EMD)**

Upon the successful Bidder signing the Contract/Agreement, IDBI Bank shall advise the Bidder to provide performance guarantee as to the satisfaction of IDBI Bank. EMD of successful Bidder shall be discharged on the Successful Bidder signing the Contract/Agreement and upon furnishing the Performance Security. The Bid Security to unsuccessful bidders shall be discharged after the Bid validity period. The Bid security / EMD shall not bear any interest.

d) **Performance Security**
i. Within 7 days of the receipt of acceptance of Bid by IDBI Bank, the successful Bidder shall furnish the Performance Bank Guarantee as per the format provided in Annexure-1 (Form-7). The Performance Bank Guarantee furnished by the Bidder shall be unconditional and irrevocable.

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

iii. The Performance Security / Performance Bank Guarantee shall be denominated in Indian Rupees [INR] and shall be in one of the following forms:

iv. A bank guarantee issued by a scheduled commercial bank.

Or

v. A banker's Cheque / demand draft, issued by a public sector bank.

vi. The proceeds of the Performance Security shall be payable to IDBI Bank as compensation, inter-alia, for any loss or damage resulting from the Bidder’s failure to complete its obligations under and in accordance with the Contract.

vii. The Performance Bank Guarantee should be valid till 4 years from the Commissioning of System or date mentioned in the Acceptance Certificate whichever is later, with 90 (ninety) days claim period from the date of the expiry of the validity period.

viii. 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 Bid Security, in which event IDBI Bank, at its sole discretion, may award the Contract to the next best evaluated bidder or any other bidder or call for new Bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

ix. The Performance Security will be discharged by IDBI Bank and returned to the Vendor after 90 (ninety) days from the expiry of the 4 year from the date mentioned in Acceptance Certificate or 4 years from the Commissioning of System, whichever is later.

e) Expenses for the Contract

All costs and expenses (including stamp duty, etc.) in connection with or incidental to the execution of Agreement / Contract shall be borne by the successful Bidder.

f) Failure to abide by the Agreement / Contract

The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any
breach / violation thereof will entail termination of the Contract without prejudice to the other rights of IDBI Bank including recovery of penalties as specified in this RFP or Agreement / Contract.

g) Annulment of Award

Failure of the successful Bidder to comply with the requirements of this RFP shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event IDBI Bank may at its sole discretion, make the award to the next best evaluated bidder or any other bidder or call for new Bids.
SECTION 4: TERMS AND CONDITIONS OF THE RFP/CONTRACT

1. Definitions

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

a) "The Contract/Agreement" means the agreement to be entered into between IDBI 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 supply and implementation of software & provide / carry out the Service(s) of Vendor, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance.

b) “Bidder” or "Contractor” or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by IDBI and shall include its authorized representatives and successors.

c) "IDBI" or “The Purchaser” means IDBI Bank Limited including its successors and assigns.

d) "The Contract Price" means the price/compensation payable to the Vendor/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.

e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor/ Bidder is required to provide and/or procure for the Purchaser/IDBI under and in accordance with the Contract.

f) The Bid and the Contract resulting there from with the selected Bidder shall be governed in accordance with the Laws of India for the time being in force and will be subjected to the exclusive jurisdiction of Courts at Mumbai.

g) All disputes or differences whatsoever arising between Bank and the Bidders out of meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award.

h) Any appeal will be subject to the exclusive jurisdiction of the courts at Mumbai (India). In such instances, the Supplier shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by Bank or unless the
matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the umpire, as the case may be, is obtained. The venue of the arbitration shall be Mumbai, India.

i) “Warranty Period” means the period of 1 year commencing from the date of successful implementation as mentioned in the Acceptance Certificate issued by Purchaser/IDBI.

j) "System" means document management system for account opening to provide the Service(s) as specified under sections.

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

l) “Acceptance of Bid” means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid

m) “Acceptance Certificate” means certificate issued as per Annexure 1 Form 6, on successful completion of acceptability test, receipt of deliverables, etc, and after the IDBI Bank (which shall not be deemed to be an obligation on the IDBI Bank) is satisfied with the working of the System (as per Section 5, Clause 10). The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.

n) “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by IDBI).

o) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

p) “Commissioning” means the successful installation of the System, including supply, configuration, customization, integration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
q) “Document” means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programmes, software and/or databases or microfilm or computer generated microfiche or similar device.

r) “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.

s) “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.

t) “Parties” means the Purchaser/IDBI and the Bidder/Vendor and “Party” means either of the Parties.

u) “Site” means the place in which the operations/Service(s) are to be carried out 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:

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

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

c) 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;

d) A word in the singular includes plural and a word in the plural includes singular;

e) A word importing a gender includes any other gender;

f) A reference to a person includes a partnership and a body corporate;

g) A reference to legislation includes legislation repealing, replacing or amending that legislation;
h) 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;

i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI.

j) 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

The Contract is subject to the fulfilment of the following conditions precedent by the Bidder / Vendor.

a) Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section 3(ITB) 22(d) as per the format given in Annexure-1 (Form No 7).

b) Execution of a Deed of Indemnity as per format given in Annexure-1 (Form No- 5).

c) Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.

d) Furnishing of such other documents as IDBI / Purchaser may specify, including but not limited to definitive documents.

e) Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections, if any, required under applicable laws or RBI or otherwise for the performance of the Service(s) under and in accordance with the Contract.

4. Standard of Performance and Service Level Definition and Measurement

In addition to the service level requirements spelt out in Annexure 3, the successful Bidder has to comply with all below mentioned requirements as well, to ensure adherence to project timelines, quality and availability of Service(s).

Penalties shall not be levied on the successful Bidder in case non compliance to the said requirements only if the same has been solely due to reasons beyond the control of the Vendor.

Service Level definition and measurement

a) Timeline and Penalty for delay in project implementation
i. The System should be delivered as per the schedule (Section 5 clause 10: Schedule) from date of placement of Order and vendor should give a certificate that all modules have been deployed in the Bank's server. Penalty will be applicable for late delivery of the customized software. 1% of the capital cost will be deducted as penalty per week for failure to achieve the milestones as indicated below; maximum penalty would be 10% of order amount. Bank reserve the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the software as penalty.

ii. However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if vendor fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to vendor with interest (@18% pa simple) along with additional 10% as penalty charge.

iii. The DMS system has to be up for at least 99.00% of the time during peak hours and should be up for at least 80.00% of the time during off peak hours. The DMS is deemed to be up if the users are able to log into the system and are able to fully execute all the functionalities of the system.

iv. The definition of Peak and Off Peak hours follow

1) Bank’s working days (Monday to Saturday)
   Peak hours: 9 AM to 8 PM
   Off Peak hours: 8 PM to 9 AM

2) Sunday
   Off Peak hours: Whole day

3) Bank’s Holidays (as pre decided by the bank)
   Off Peak hours: Whole day

v. The uptime shall be computed on a monthly basis. For every 1% less than the standard mentioned above (for both Peak and Off Peak hours) in a month, there shall be a penalty of 2% of the ATS for every 1% of the downtime up to a uptime of 90%. If uptime goes below 90%, then no ATS will be paid for that particular month.

b) **SLA for Software Support**

a) Any software bug identified by Bank/ vendor’s service engineer would have to be fixed within the stipulated time depending upon the criticality of the issue.

b) Software support for any new platform should be available within six months.
5. Use of Contract Documents & Information

a) The Bidder/Vendor shall treat all documents, information, data and communication of and with IDBI / the Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Bidder/Vendor shall execute the Non-Disclosure Agreement, as per Annexure No. 5 simultaneously at the time of execution of the Contract. The Bidder/Vendor 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/IDBI in connection therewith, to any person other than a person employed by the Bidder/Vendor 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.

b) The Bidder/Vendor shall not, without Purchaser's/IDBI'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.

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

6. Indemnity

The Bidder/Vendor shall execute and furnish to the Purchaser/IDBI Bank, a deed of indemnity in favour of the Purchaser/IDBI Bank in a form and manner, as given in Annexure 1, Form -5 and shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

The Bidder/Vendor shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement including that on account of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The Bidder/Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

The Bank will give notice to the Bidder/Vendor of any such claim without delay, provide reasonable assistance to the Bidder/Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
7. Contract Amendments:

No variation in or modification of the terms of the Contract shall be made except by written mutual consent signed by both the Parties i.e. the Vendor/Bidder and IDBI.

8. Delay in the Vendor’s/Bidder’s Performance

a) Performance of the Contract shall be made by the Vendor/Bidder in accordance with the time schedule specified by IDBI.

b) Any delay by the Vendor/Bidder in the performance of its Contractual obligations, which the IDBI Bank shall in its sole discretion may adjudge, shall render the Vendor/Bidder liable to any or all the following sanctions:
   i. Forfeiture of its performance guarantee
   ii. Imposition of liquidated damages, and/or
   iii. Termination of the Contract for default

c) If at any time during performance of the Contract, the Vendor/Bidder or its consortium partners encounter conditions impeding timely completion of the Service(s) under the Contract and performance of Service(s) / System, the Vendor/Bidder shall promptly notify IDBI in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor’s/Bidder’s notice, IDBI shall evaluate the situation and may at its sole discretion extend the Vendor’s/Bidder’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

9. Payment Terms

No advance payment will be provided on awarding the contract.

a) Software, Configuration, Customization and Implementation:
   i. 10% on delivery
   ii. 40% on completion of UAT /pilot run
   iii. 40% on complete rollout
   iv. 10% on completion of Warranty
b) Maintenance / Support Stage:

i. The Vendor’s request(s) for payment shall be made to IDBI in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.

ii. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project-coordinating team, as appointed by IDBI for this purpose.

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value. Further, the Purchaser/IDBI Bank shall be entitled to make adjustment in the payment of price, in the event of levying liquidated damages on the Vendor/Bidder in the manner set-out in the Bid Documents.

10. Liquidated Damages

a) If the Vendor fails to deliver any or all of the Service(s)/Systems or perform the Services within the time period(s) specified in the Contract/Agreement/ fails to meet the Service Level Requirements, IDBI/ Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s). In case of undue delay beyond a period of 15 days unless otherwise waived by the IDBI / Purchaser, IDBI/Purchaser may consider termination of the Contract

b) If the Vendor fails to complete the entire works/Service(s) before the scheduled completion date or the extended date or if the Vendor repudiates the Contract before completion of the Services, IDBI/the Purchaser may without prejudice to any other right or remedy available to IDBI/the Purchaser as under the Contract recover from the Vendor, as ascertained and agreed liquidated damages and not by way of penalty:

c) IDBI/ the Purchaser may recover from the Vendor, a sum equivalent to 0.5 % of “the total Contract price” for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof, subject to a maximum of 10%, even though IDBI/ the Purchaser may accept delay in completion after the expiry of the scheduled completion date of that particular location. For the purpose of liquidated damages scheduled completion date will be taken as date of issuance of Acceptance Certificate / Commissioning.

d) IDBI/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
Vendor in its hands (which includes IDBI's/ the Purchaser’s right to claim such amount against Vendor's Bank Guarantee) or which may become due to the Vendor. Any such recovery or liquidated damages shall not in any way relieve the Vendor from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement.

11. Resolution of Disputes:

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

a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b) The matter will be referred for negotiation between IDBI/the Purchaser and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

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 20 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two 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/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. 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.

The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service(s) in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.

12. ‘NO CLAIM’ Certificate:
The Vendor shall not be entitled to make any claim, whatsoever, against IDBI, under or by virtue of or arising out of, the Contract/Agreement, nor shall IDBI entertain or consider any such claim, if made by the Vendor after he has signed a ‘No Claim’ Certificate in favour of IDBI in such forms as shall be required by IDBI after the works/Service(s) are finally accepted.

13. Survival:

a) Any provision of the Contract/Agreement which, either expressly or by implication, survive the termination or expiration of the Contract/Agreement, 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/Agreement is valid and in force and effect.

b) The provisions of the clauses of the Contract/Agreement in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of the Contract/Agreement and in relation to confidentiality, the obligations continue to apply unless IDBI/ the Purchaser notifies the Vendor of its release from those obligations.

14. No Agency:

The Service(s) of the Vendor herein shall not be construed as any agency of IDBI/ the Purchaser and there shall be no principal agency relationship between IDBI and the Vendor in this regard

15. No Set-off, counter-claim and cross claims:

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

16. Key Performance Measurements:

Unless specified by IDBI/ the Purchaser to the contrary (in writing), the Vendor/ Bidder shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract/Agreement.

17. Commencement and Progress:

The Vendor/ Bidder shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution
contained in the Contract/Agreement and shall meet the standards of good industry practice.

18. Statutory Requirements:

During the tenure of the Contract/Agreement nothing shall be done by the Vendor/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 IDBI/ the Purchaser, its directors, officers, employees, representatives, agents and consultants indemnified in this regard. The Vendor / Bidder shall procure any further approvals, consents as may be deemed necessary due to change in the applicable law or regulatory framework or any other reason. The Vendor / Bidder shall maintain accounts and relevant records as per the requirements of Reserve Bank of India Master Circular on outsourcing.

19. IDBI Bank’s/ Purchaser’s Right of Inspection and Periodic Audit:

   a) IDBI/ the Purchaser reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract/Agreement. The Purchaser may demand and upon such demand being made, IDBI/ 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 Service(s).

   b) IDBI/ 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 Vendor/ Bidder of its obligations/functions in accordance with the standards committed to or required by IDBI/ the Purchaser and the Vendor/ Bidder undertakes to cooperate with and provide to IDBI/ 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 Vendor/ Bidder failing which IDBI/ the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

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

20. Contract Prices

   a) The quoted prices shall be all exclusive of all applicable taxes, duties. There will be no price escalation during the contract period and any extension thereof.
b) Prices should be furnished item-wise with break-up of unit costs as per Indicative Commercial bid. The bidder will pass on to the Bank, the benefit of discounts if any announced during the period of rate contract in respect of the cost of the items for which orders have been placed during that period.

c) The prices stated, shall remain valid for the contract period. Bank may give orders for additions at the same price. Any reduction in prices due to the principal reducing the prices, reduction in duties, taxes etc., by the Government, shall be passed on to the Bank during the validity period.

d) Save and except as otherwise provided herein, prices quoted by the Bidder shall remain fixed during the Bidder’s performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

e) Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

f) The prices for the goods and services that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

g) Any bid received, which is not in line with these conditions will be summarily rejected. Any commercial bid, which is conditional and/or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

21. Information Security

a) The Vendor/ Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of IDBI’s/ Purchaser’s premises without written permission from IDBI/ the Purchaser.

b) The Vendor/ Bidder personnel shall follow IDBI’s/ the Purchaser’s information security policy and instructions in this behalf.

c) The Vendor/ Bidder acknowledges that IDBI’s/ the Purchaser’s business data and other proprietary information or materials, whether developed by IDBI/ the Purchaser or being used by IDBI/ the Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to IDBI/the Purchaser; and the Vendor/ 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 Vendor/ Bidder to protect its own proprietary information. Vendor/ Bidder recognizes
that the goodwill of IDBI/ the Purchaser depends, among other things, upon Vendor/ Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor/ Bidder could damage IDBI/the Purchaser. By reason of Vendor’s/ Bidder’s duties and obligations hereunder, Vendor/ Bidder may come into possession of such proprietary information, even though the Vendor/ Bidder does not take any direct part in or furnish the Service(s) 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 the Contract/Agreement. Vendor/ Bidder shall use such information only for the purpose of performing the Service(s).

d) Vendor/ Bidder shall, upon termination of the Contract/Agreement for any reason, or upon demand by IDBI/ Purchaser, whichever is earliest, return any and all information provided to Vendor/ Bidder by IDBI/the Purchaser, including any copies or reproductions, both hardcopy and electronic copy.

22. Ownership and Retention of Documents

a) IDBI/ the Purchaser shall own the documents, prepared by or for the Vendor/Bidder arising out of or in connection with the Contract/Agreement.

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

23. Data Ownership

By virtue of the Contract/Agreement, the Vendor’s/ Bidder’s team may have access to personal and business information of IDBI/ the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. IDBI/ 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 Vendor/Bidder or Vendor’s/Bidder’s team in the course of performing the Service(s) under the Contract/Agreement.
24. Representations and Warranties

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

i. That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by IDBI/ the Purchaser.

ii. That the Vendor/ 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 Service(s) /Systems under the Contract/Agreement.

iii. That the representations made by the Vendor/ 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/Agreement and the Bid Documents and unless IDBI/ the Purchaser in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

iv. That the Vendor/ 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/Agreement.

v. That the Vendor/Bidder shall ensure that all assets including but not limited to software’s, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Contract/Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.

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

vii. That the Vendor/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 IDBI/ the Purchaser, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

viii. That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.

ix. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
x. That there are – (a) no legal proceedings pending or threatened against Vendor/ Bidder or its team which adversely affect/may affect performance under this Contract/Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Vendor/ Bidder or its team members by any statutory or regulatory or investigative agencies.

xi. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract/Agreement.

xii. That all conditions precedent under the Contract/Agreement has been complied.

xiii. That neither the execution and delivery by the Vendor/Bidder of the Contract/Agreement nor the Vendor's/ Bidder’s compliance with or performance of the terms and provisions of the Contract/Agreement (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 Vendor/ 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 Vendor/ 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 Vendor/ Bidder.

xiv. That the Vendor/ Bidder certifies that all registrations, recordings, filings and notarizations of the Contract/Agreement 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 Vendor/Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract/Agreement have been made.

xv. That the Vendor/ 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 IDBI/ the Purchaser, which may directly or indirectly have a bearing on the Contract/Agreement or Service(s).

xvi. That the Vendor/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 Service(s) and the Vendor/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 Vendor/Bidder or which the Vendor/Bidder is licensed to use, which are material in the context of the Vendor’s/ Bidder’s business and operations are being infringed nor, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Vendor/ Bidder by any person. All Intellectual Property Rights (owned by the Vendor/ 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 IDBI/the Purchaser, its directors, officers, employees, agents, representatives and consultants indemnified in relation thereto.
25. Confidentiality

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

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

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

iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

iv. to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt. In the event of earlier termination of the Contract/Agreement, 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 the Contract/Agreement;

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

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

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

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.
c) Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract/Agreement may require the Vendor's/Bidder's personnel to be present on premises of IDBI/the Purchaser or may require the Vendor's/Bidder's personnel to have access to computer networks and databases of IDBI/the Purchaser while on or off premises of IDBI/the Purchaser. It is understood that it would be impractical for IDBI/the Purchaser to monitor all information made available to the Vendor/Bidder under such circumstances and to provide notice to the Vendor/Bidder of the confidentiality of all such information. Therefore, the Vendor/Bidder agrees that any technical or business or other information of the IDBI Bank/Purchaser that the Vendor's/Bidder's personnel, or agents acquire while on the IDBI's/Purchaser premises, or through access to IDBI's/ the Purchaser computer systems or databases while on or off IDBI's/ the Purchaser 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 the Contract/Agreement, 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 IDBI/the Purchaser in respect of the Systems, Service(s), and Documents etc.

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 the Contract/Agreement 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/Agreement.

f) The provision of this clause shall survive termination of the Contract/Agreement till such Confidential Information enters public domain or as stated above.

26. Termination

a) IDBI/ the Purchaser may, terminate the Contract/Agreement by giving the Vendor/Bidder a prior and written notice of 2 (Two) months indicating its intention to terminate the Contract/Agreement under the following circumstances:

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

ii. Where the Vendor’s/ 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 Vendor/ Bidder, any failure by the Vendor/ Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor/ Bidder or the happening of any such events that are adverse to the commercial viability of the Vendor/ Bidder.

iii. In the event of the happening of any events of the above nature, IDBI/ the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.

b) **Termination for Insolvency:** IDBI/ the Purchaser may at any time terminate the Contract/Agreement by giving written notice of 2 months to the Vendor/ Bidder, indicating its intention of termination the Contract/Agreement, without compensation to the Vendor/ Bidder, if the Vendor/ 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 IDBI/the Purchaser.

c) **Termination for Default:** IDBI/ the Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor/Bidder, may terminate the Contract/Agreement in whole or in part.

d) **Termination for other than Default:** IDBI Bank/ the Purchaser, without prejudice to any other right or remedy and without assigning any reason, may at its sole discretion, serve upon the Vendor/Bidder a written notice of 30 (thirty) days, indicating its intention to terminate the Contract/Agreement and may terminate the Contract/Agreement in whole or in part

### 27. Consequences of Termination

a) In the event of termination of the Contract/Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract/Agreement or otherwise], IDBI/ 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 Service(s) which the Vendor/ Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor vendor/ bidder to takeover the obligations of the erstwhile Vendor/ Bidder in relation to the execution/continued execution of the scope of the Contract/Agreement.
b) In the event that the termination of the Contract/Agreement is due to the expiry of the term of the Contract/Agreement, a decision not to grant any (further) extension by IDBI/ the Purchaser, the Vendor/ Bidder herein shall be obliged to provide all such assistance to the next successor vendor/bidder or any other person as may be required and as IDBI/ the Purchaser may specify including training, where the successor(s) is a representative/personnel of IDBI/the Purchaser to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c) Where the termination of the Contract/Agreement is prior to its stipulated term on account of a default on the part of the Vendor/ Bidder or due to the fact that the survival of the Vendor/ Bidder as an independent corporate entity is threatened/has ceased, IDBI/ the Purchaser shall pay the Vendor/ Bidder for that part of the Service(s) which have been authorized by IDBI/ the Purchaser and satisfactorily performed by the Vendor/ Bidder up to the date of termination, without prejudice to any other rights, IDBI/the Purchaser may retain such amounts from the payment due and payable by IDBI/ the Purchaser to the Vendor/ Bidder as may be required to offset any losses caused to IDBI/ the Purchaser as a result of any act/omissions of the Vendor/ Bidder. In case of any loss or damage due to default on the part of the Vendor/ Bidder in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement [as laid down in the Service Level Requirements Annexure-3,] the Vendor/ Bidder shall compensate IDBI/the Purchaser for any such loss, damages or other costs, incurred by IDBI/ the Purchaser. Additionally, the sub Vendor/ Bidder / other members of its team shall continue to perform all its obligations and responsibilities under the Contract/Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All the permitted third parties shall continue to perform all/any functions as stipulated by IDBI/ the Purchaser and as may be proper and necessary to execute the Service(s) under the Contract/Agreement in terms of the Vendor's/ Bidder’s bid and the Contract/Agreement.

d) Nothing herein shall restrict the right of IDBI/ the Purchaser to invoke the Performance 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 IDBI/ the Purchaser under law or otherwise.

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

f) In the event of termination of this Contract/Agreement for any reason whatsoever, IDBI Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Vendor/ Bidder.
g) Termination survives the Contract/Agreement.

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

i) Publicity: The Vendor/ Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract/Agreement unless IDBI/ the Purchaser first gives the Vendor/ Bidder its prior written consent.

28. Relationship between the Parties

a) Nothing in the Contract/Agreement constitutes any fiduciary relationship between IDBI/the Purchaser and Vendor/ Bidder/Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between IDBI/the Purchaser and Vendor/ Bidder.

b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract/Agreement.

c) IDBI/ the Purchaser has no obligations to the Vendor's/Bidder’s team except as agreed under the terms of the Contract/Agreement.

29. No Assignment

The Contract/Agreement cannot be transferred or assigned by the Vendor/ Bidder without the prior written approval of IDBI / the Purchaser.

30. Entire Contract

The terms and conditions laid down in the Bid Document and all annexures thereto shall be read in consonance with and form an integral part of the Contract/Agreement. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.
31. Governing Law

The Contract/Agreement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract/Agreement.

32. Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Contract/Agreement. These provisions shall survive the Contract/Agreement.

33. Suspension of Payment to the Vendor/ Bidder

IDBI may by a written notice of suspension, suspend all payments to the Vendor/ Bidder under the Contract/Agreement, if the Vendor/ Bidder failed to perform any of its obligations under the Contract/Agreement, (including the carrying out of the service(s)) provided that such notice of suspension:

i. Shall specify the nature of the failure and

ii. Shall request the Vendor/ Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

34. Time Limit for the Commencement of Work

Time limit for commencement of work shall be one (1) week from the date of issuance of purchase order.

35. Period of Contract

a) Complete DMS Implementation—Five months from the award of Contract (i.e. issuance of purchase order).

b) Warranty Period of Contract shall be for one year and will start from the time the DMS has been accepted by IDBI by issuing Certificate of acceptance.

c) ATS will be renewed every year for a period of 3 years after the expiry of 1-year warranty period.

d) The period of Contract shall be extendable, based on mutually agreed terms.
36. Force Majeure

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

b) For purpose of this Clause “Force Majeure” means war or revolution, terrorist act, fire, flood, earthquake, epidemic, quarantine restriction and freight embargoes.

c) If a Force Majeure situation arises, the Vendor shall promptly notify IDBI in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI in writing, the Vendor 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 may terminate the Contract/Agreement, by giving a written notice of minimum 30 days to the Vendor, 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 days.


a) Purchaser/IDBI 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 the Contract, including all processes and products which have been developed by the Bidder/Vendor during the performance of Service(s) and for the purposes of inter-alia, use or sub-license of Service(s) under the Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Service(s) to the Purchaser/IDBI 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/IDBI.

b) Further, the Bidder/Vendor 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/Vendor, shall be acquired in the name of the Purchaser/IDBI, prior to termination of the Contract and which shall be assigned by the Purchaser/IDBI if necessary under the applicable laws or otherwise to the Bidder/Vendor for the purpose of execution of any of its obligations under the terms of the Bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser/IDBI.

c) The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Service(s), it does not infringe the Intellectual Property
Rights of any person and the Bidder/Vendor shall keep the Purchase/IDBI, its directors, employees, agents and representatives 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/Vendor or any sub-Bidder during the course of performance of the Service(s).

38. Warranty

a) The Bidder/Vendor will provide 1 year warranty from the date of issuance of Acceptance Certificate accompanied with 1(one) onsite resource for the implemented DMS software package / any defects/bugs noticed in the implemented software / DMS shall be reworked and/or replaced by the Bidder/Vendor with defect-free components free-of-cost.

b) Bidder/Vendor should provide software patches/upgrades towards complying with all the statutory and any other requirements from IDBI as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation* (* Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment and the System is in live operation and after issuance of Acceptance Certificate.)

c) Post warranty the application will be covered under the AMC/ATS. As part of AMC/ATS the Vendor/Bidder has to provide following service(s):
   - Vendor/Bidder has to maintain the source code and provide bug fixes for the defects / bugs noticed in the application without any additional cost.
   - All upgrades should be provided as part of ATS.

d) The Vendor/Bidder shall warrant that the DMS, implemented under the Contract is specifically designed and developed for IDBI and based on the most recent and current techniques and complies with the specifications defined later on in the document.

c) IDBI shall notify the Vendor of any claims arising under this warranty. If the Vendor/Bidder, having been notified, fails to remedy the defect(s) within a timeframe specified in the Service Level Requirements in Annexure-3, IDBI shall proceed to take such remedial action as may be necessary, at the Vendor’s/Bidder’s risk and expense and without prejudice to any other rights which IDBI may have against the Vendor under the Contract or applicable laws or in equity.

f) No variation in or modification of the terms of the Contract shall be made.
39. **User Acceptance Test and Quality Check**

a) The User Acceptance Tests, which shall involve testing of the entire set-up including the hardware, and its integration with application software and within the time limit prescribed by IDBI with live and test data shall be conducted by Vendor at all the locations prescribed by IDBI. The User Acceptance Test must be completed to the satisfaction of IDBI, within a time frame specified by IDBI.

b) IDBI reserves the right to evolve a procedure of Quality Checking to ensure that the DMS is according to the prescribed specifications.

c) The Pilot Implementation and system roll out acceptance criteria shall be defined, through mutual agreement between IDBI & the Vendor, at the time of finalization of Contract/Agreement.

d) Nothing stated herein above shall in any way release or discharge the Vendor from any warranty or other obligations / liabilities under and in accordance with the Contract/Agreement.

e) On successful completion of acceptability test, receipt of deliverables, etc, and after IDBI/the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System / DMS, the Acceptance Certificate in the format given in Annexure-1 (Form No 6) will be issued by IDBI/the Purchaser. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the DMS.

40. **Implementation**

The successful Bidder/Vendor shall complete and implement the project / perform and render the Service(s) within the agreed time frame starting from the date of award of Contract (i.e. issuance of Purchase Order). The implementation schedule specified under the Clause 10 of Section 5 of the RFP Document shall be strictly adhered to. Time is the essence of this Contract / Agreement.

41. **Start of Installation:**

Prior to taking up installation of any major component of work, the Vendor/ Bidder shall submit to IDBI/ the Purchaser his proposed procedures and obtain IDBI's/Purchaser’s approval in writing.
42. Reporting Progress:

The Vendor/ Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Service(s) to IDBI/ the Purchaser. IDBI/ the Purchaser on mutual agreement between both Parties may change the periodicity of such reports.

Also the Vendor/Bidder will have to participate in weekly meetings with IDBI/ the Purchaser to discuss project progress and various issues concerning efficient and timely execution.

If at any time it appears to IDBI/ the Purchaser that the actual progress of work/Service(s) does not conform to the approved programme, the Vendor/ Bidder shall produce at the request of IDBI/ the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.

The submission for approval by IDBI/ the Purchaser of such revised programme shall not relieve the Vendor/ Bidder of any of his duties, obligations or responsibilities under the Contract/Agreement.

43. Bidder’s Integrity

The 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.
SECTION 5: SCOPE OF WORK

1. Broad Scope
   a) Overview of the scope of the Service(s)

The bidders are required to only quote the cost of the application software. The hardware recommendations on which this software would run are expected to be given by each Bidder. IDBI will decide whether to map the same with the existing hardware or if necessary procure the same if need arises.
i. The Document Management System for Account Opening should be implemented at IDBI Bank’s Data Centre, CBD Belapur, Navi Mumbai and should be accessed and operated from the Bank’s offices / processing units / branches / RACs. There are approximately 600 locations as of date and about 15000 employees across the various offices/branches.

ii. The application should be capable to scan, store, retrieve and transmit images/data from the respective scanning centre/branch/Hub etc to other locations of the Bank.

iii. The application should be capable /scalable to take care of future needs / requirements to align with other lines of business (loan processing, trade finance, etc).

iv. The scanning of documents / Forms and Data correction would take place at the Branches, Back Offices / Hubs /CPU /RPUs. Data correction / verification of account opening forms will be done at the CPU and respective RPUs of the Bank.

v. The system should be capable of creating accounts for various combinations of existing customers / Account holders for the purpose of opening new accounts, modifications of accounts without creating new customer profile.

vi. The system will be used for both on-line and off line image capture in a distributed and centralized platform.

vii. Various features for manipulation of images like reverse image, zoom, black and white views etc. shall be provided.

viii. The operating system should have features like multi-tasking, multi –user support, timesharing, dynamic memory management, I/O spooling, multi-level security, system logging, error analysis and recovery.

ix. The database of the DMS application should be in ORACLE 10G or above versions.

x. System involves Image capturing in hybrid environment /storage/ data entry/ i.e. distributed as well as in central processing environment Workflow based DMS processing involving data entry (i.e. Authorization levels involving Maker Checker concept), storage of forms (indexing of Account opening forms month wise, location wise and serial number wise), Images and data Storage and Retrieval solution.

xi. MIS Reports generation: It shall be possible to dynamically generate queries and use report writing tools to generate reports dynamically as part of the DMS system.
xii. Daily/Monthly reports, Exception reports, Detailed/summary level reports, user based, branch wise, region/zone wise reports, TAT wise and any other report as may be required from time to time.

xiii. Bidder will have to specify/advise the various infrastructure requirements which are to be provided for commissioning and smooth functioning of the equipments. This will include site requirements, power, cables, UPS, environmental conditions, illumination, etc.

xiv. The solution would be implemented to store the images of the old paper documents in the DMS system according to the Bank’s requirement. The Bank proposes to roll out account opening, post account opening with miscellaneous activities /changes and other processes with workflows, which the selected bidder has to implement as per the schedules decided by the Bank in due course and the actual enrichment of data to be carried out at branches, at back offices/hubs and at the Centralised location.

xv. To install, configure, test and integrate all of the various components of the DMS, including Capturing software, DMS server software and end user software, DBMS, network operating system & email capability, LDAP, management reporting, workflow, printing software and any other necessary software on servers, user workstations and any other equipment. Included are the DMS production system, test/development and training systems, as required.

xvi. The software should have multilingual support. To start with English and Hindi.

xvii. Classified images would be routed to the system for reading data from various application forms. It is expected that the vendor will assist the bank in redesigning the forms if required to make these conducive to ICR/OCR/OMR/Bar code.

xviii. The data will be captured by ICR/OCR/OMR/Bar code. Various field level validations will be built at the form level at this work step. The checker will make a final verification. The fields here will be in editable mode.

xix. The system should have the capability of identifying the account opening form as new or pre-opened accounts and divert to the concerned workflows.

xx. The system should have the capability of identifying the various forms related to the different business processes in the Bank.

xxi. Any redesigning or formatting or restructuring of AOF's / other FORM's related to different business processes should be handled by the DMS application within specified schedule.

xxii. The DMS shall provide for encryption both for data transfer and provide options for
encryption based data storage (or any other manner to ensure that data stored cannot be subject to alteration at a later point of time and legally recognized as per the laws of the country).

xxiii. The Proposed System must have the functionality to store the content in their original file format, compress the document, should have the functionality to run de-duplicate check before the storage of documents. The storage as well as retrieval of documents should be based on customer id and accounts there under. The option to drill down search, storage and retrieval of documents, to the account level should be available.

xxiv. Functionality for archiving the data as per defined periodicity (configurable) should be available in the system.

xxv. Provision of separate tool to view the images in addition to the basic application.

xxvi. Facility of batch upload of the data /pushing of the data to core banking database should be available for the account opening process.

xxvii. Based on the Finacle and other Banking system interactions, a success or failure notification would be sent back to the DMS application. If the export process is successful, images and metadata would be exported to the DMS repository.


xxix. Management reports: The DMS shall have a Graphical User Interface. Successful bidder should provide DMS management reporting module to report on the scanning volumes retrievals, workflow and other work processes and use metrics which shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc). The tool should also display location wise, user wise, number of records wise progress, TAT reports and any other report sought by the Bank.

xxx. Licensing: The Bank would procure the number of licenses as referred in the RFP for the DMS application. There shall not be any other restrictions like number of installations, site, processors etc. There should not be any licensing restriction for implementing it to all the branches, regional offices, CPUs, RPUs / Offices of the Bank.

xxxi. Proper indexing and search of documents should be provided. Based on indexing parameters defined by the Bank.

xxxii. Administrative and user level training on software should be part of the solution.
b) Customisation & Integration:

i. Currently the Bank has identified 1(one) business processes (Account Opening) to be integrated with the DMS solution.

ii. Carry out customisation of business processes. Integration with the Banks business applications such as Finacle. Bank will only facilitate the interaction with respective vendors. However, end-to-end responsibility for integration will remain with the bidder only.

iii. Successful bidder will be solely responsible for any delay in integration with Bank’s business applications. Port application in production environment.

iv. TESTING: To assist Bank’s team in developing a comprehensive acceptance-testing plan for the entire DMS system, including
   • “Functional tests” To demonstrate that the completed system performs the functions as is designed to perform
   • “Load tests” to demonstrate the ability of the system to perform without degradation when under maximum traffic load carrying conditions as defined in the manufacturer’s specifications,
   • “Performance tests” to demonstrate satisfactory performance during a 30-day period.

The vendor shall conduct the tests, rectify any problems and provide a fully operational, turnkey system.

2. Maintenance and Support:

Provide ongoing annual maintenance and support services for the implemented solution (Software).

a) The short listed bidder has to agree to maintain the software products for at least 3 years post warranty.

b) The Bidder shall consider and envisage all services that will be required in the maintenance of the system.

c) The Bidder must agree that these services and the management of these services will be provided for all the components of the DMS. ATS will start after completion of warranty period. ATS should cover trouble shooting, removing bugs/errors (if required). All upgrades / updates / new version releases will be provided during ATS period free of cost. It is responsibility of the vendor to apply new patches, updates or upgrade if the Bank desires. During ATS/AMC period the vendor will ensure smooth functioning of system. Vendor will ensure availability of at least one trained resource at Bank’s Data Centre / Back offices for maintenance of the system, during warranty period.
d) All the support during warranty would be on-site only. In addition, whenever required, bidder will depute engineers at Bank’s locations for resolutions of issues.

e) ATS /AMC would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in Service Level Agreement.

f) ATS / AMC would include software version management and software documentation management reflecting features and functionality of the solution.

g) AMC should provide a mechanism to log/track (online) all Change Requests (CR).

h) ATS /AMC would include Database/Application Software tuning to enhance the performance of the overall system.

i) ATS / AMC would include management and administration of the Servers such as performance tuning of the system as may be needed to enhance system’s performance and comply with SLA requirements on a continuous basis:

j) ATS /AMC would include security management including monitoring security and intrusions into the system to maintain the service levels. Successful Bidder will strictly adhere to the Security Policy adopted by the Bank.

k) ATS /AMC would include support to system users with respect to attending to their requests for assistance in usage and management of the application

l) ATS /AMC should cover all modifications / changes that may be made in the forms and formats of the various business processes

m) All third party tools that are used have to be supported and maintained by the bidder/vendor

3. System & security audit:

a) Before live implementation of the software solution in production system, the product may be audited by Bank’s appointed Software Audit firm/in house team.

b) All audit points raised by the Software auditor should be complied with by the selected bidder without any extra charge.

c) During warranty and ATS/AMC period bidder need to comply with security and system audit observation and remove the audit observation without any extra cost to Bank.
d) The solution should have built in security features and compliant with the requirements of regulatory agencies.

e) It should have high level of reliability with particular emphasis on data integrity and security. Authorized users to use the application if available on Internet / Intranet, generate logs and audit trails.

f) The data transfer through network lines should be encrypted and compressed. The solution should have Barcode capability.

4. Disaster Recovery (DR):

a) To give a DR plan for the solution proposed. The servers in the DR site will be of same configuration as that of the production and it should be able to support 75% of the load of the production DMS system. Also it should be able to work in the High availability mode.

b) The solution should be capable of automatically replicating all data from DC to DR.

c) Bank will decide on setting up of the DR site after commencement of live operations of DMS and Workflow.

d) The successful bidder shall undertake to supply, install, provide warranty, operationalize and support the DR site as desired by the Bank.

e) Bank will not procure additional licenses for DMS, Workflow and other application module for DR Site, testing of minimum 2 full operations on DR site in the warranty period.

5. Training:

a) The Vendor/Bidder shall provide user training to optimal number of personnel identified by IDBI on functional and operational aspects of the entire DMS.

b) On-site training must be provided in all functional areas and should be of minimum 6 days up to the User's satisfaction. On-site training must synchronize with the phased manner implementation plan and in any case be completed before the start of live operations.

Training should cover: System Administration, Application and Database Maintenance Training: It should include user training, Workflow management and training in system
administration, operation and management of application software. Trouble shooting, interpretation of error message, the linkage between various programs and modules of application SW must be integral to this training.

d) IDBI will measure the effectiveness after the completion of the training.

e) The Bidder/ Vendor shall provide following types of Training

- User Training: for Image capturing & Data correction
- System Administration training.
- Top executive awareness program.
- Refresher’s training – once a Year or every time the system is upgraded.

f) Training deliverables shall be

- User Training Plan
- Training Material in English
- User Manuals including the customisations specifically done for IDBI Bank Ltd.

g) On receipt of each deliverable, IDBI will review each deliverable within agreed time frame.

6. Others:

a) To make a system study and submit the detail system requirement specification document within a period of 1 month from the placing of order.

b) Successful bidder has to provide implementation schedule (module-wise) for entire solution within the timelines decided by the Bank.

c) To install, customize and implement the system as per the requirement of the Bank in a month’s time.

d) To provide and apply all upgrades and patches free of cost during the warranty / ATS /AMC period. Such upgrades / patches should be applied with in 6 months of the release.

e) To keep source code under escrow arrangement.
7. Deliverables: under IT system Configuration, Customisation and Implementation are listed as follows:

a) System Configuration and Customisation

i. The Vendor/ Bidder shall provide the technical design document including
   - Solution Architecture Overview
   - Logical & Physical Database Design
   - System Interfaces
   - Development Tools
   - Development Platform
   - Delivery Platform
   - System Performance benchmarks (response times, etc.)

ii. Deliverables shall comprise:

iii. Source code for customised application and documentation of the DMS shall be the property of the IDBI from the start of contract period. IDBI would guarantee that it would not use the source code for commercial purposes and would be willing to sign suitable legal documents in case the Vendor/Bidder so desires.

iv. Any gaps identified during product demonstration, functional requirements specifications study, system testing, user acceptance testing, business process reengineering and pilot implementation should be included by the bidder as implementation efforts. Bank will not pay the bidder any additional charges for all such customisations. Bidder shall take up all such amendments as required by the Bank on a priority basis and shall inform the Bank the timelines for completions.

b) System Configuration Management

i. The Vendor/Bidder shall ensure facility exist for the control of documentation and application program versions, executables between environments.

ii. System Release
   All of the deliverables referred to below, shall be delivered to IDBI on commencement of the User Acceptance Testing (UAT) following the correction of any “Non Compliances”.
   - Software Executables
   - Customized Software Source Code
   - System Requirements Specifications
iii. On receipt of each deliverable, IDBI will review each deliverable within agreed time frame.

iv. A copy of the source code of the application developed for IDBI shall be handed over to IDBI. A copy of all subsequent updates to the source code shall also be handed over to IDBI after the release. IDBI in turn shall guarantee that it will not use the software code for any commercial purposes.

8. Project Management Services

a) Project Planning, Monitoring and Control

i. The Vendor/Bidder shall develop a Project Management Plan. The plan shall also detail all milestones and indicate when the required deliverable will be available to IDBI Bank.

ii. The Vendor/Bidder shall develop a Quality Assurance Plan for the execution of this Service(s). The Quality Assurance Plan shall address at a minimum, the following Service(s) processes:
   ✔ Document Control
   ✔ Change Management
   ✔ Product Review and Approval
   ✔ Control of third party products
   ✔ Inspection and Testing
   ✔ Control of Quality Records

iii. The progress of the Service(s) shall be monitored on regular basis and the deviations, exceptions shall be analyzed and corrective actions to be recommended / suggested.

iv. The Deliverables shall be
   ✔ Project Management Plan
   ✔ Quality Assurance Plan
   ✔ Progress Reports

v. On receipt of each deliverable, IDBI will review each deliverable within agreed time frame.
b) Project reporting:

i. A weekly progress report shall be submitted. Also the Vendor/Bidder shall report on items by exception or that require urgent action.

ii. Monthly Project Execution Committee meetings will be held at IDBI premises. The vendor/bidder is required to provide a report on the following:
   a. Progress against the Project Management Plan
   b. Status of all open issues
   c. Ad-hoc requests for information will be assessed promptly by the Vendor/Bidder and a delivery date will be given. The Vendor/Bidder shall deliver the required information within the agreed time frame.

9. Pilot Implementation

Pilot implementation shall include implementation of the comprehensive DMS at RPU, Mumbai.

10. Schedule

a. The Vendor/Bidder shall implement the Service(s) as per the schedule specified below:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Phase of the project</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery of licences</td>
<td>one(1) month from the date of Purchase order</td>
</tr>
<tr>
<td>2</td>
<td>Delivery of SRS</td>
<td>one(1) month from the date of Purchase order</td>
</tr>
<tr>
<td>3</td>
<td>System Configuration / Customization</td>
<td>Three(3) months from the date of Purchase order</td>
</tr>
<tr>
<td>4</td>
<td>User Acceptance Testing (UAT)</td>
<td>3.5 months from the date of Purchase order</td>
</tr>
<tr>
<td>5</td>
<td>Pilot implementation</td>
<td>Four(4) months from the date of Purchase order</td>
</tr>
<tr>
<td>6</td>
<td>Go live</td>
<td>Five(5) months from the date of Purchase order</td>
</tr>
<tr>
<td>7</td>
<td>Issue of Acceptance certificate</td>
<td>On satisfactory “Go live”</td>
</tr>
</tbody>
</table>

b. Warranty Period of Contract shall be for one year and will start from the time the DMS has been accepted by IDBI by issuing the certificate of acceptance.
c. System Maintenance and Support services period will be for 3 years after the expiry of 1-year warranty period.

d. The period of contract shall be extendable, based on mutually agreed terms and conditions.

11. Responsibilities of Vendor/Bidder

   a) The Vendor has to supply, install, integrate and commission the DMS application across various touch points like RPUs, CPUs, Processing centres, Scanning Hubs and Branches of IDBI.

   b) The Vendor/Bidder shall configure, customize, implement, and maintain/support the DMS software at IDBI.

   c) The Vendor/Bidder shall provide & operate the helpdesk system.

   d) The Vendor/Bidder shall make arrangements to provide Application software Maintenance support, problem fixes & upgrades.
SECTION 6: FUNCTIONALITY AND ARCHITECTURAL DETAILS

1. Software Application Requirement:

Software should enable document management of Physical storage and retrieval process. The forms will be stored in a box, Receipt date wise and application number wise. The software will store unique reference number, box number and serial number based on which the physical box will be identified for easy retrieval. The reference number will be matched with the one pasted on each of the boxes.

The solution offered must be software incorporating different technology options available. Besides the main application, the systems must be capable of supporting other capabilities and provide scalability to absorb future expansion of processing capabilities. The vendors need to clearly provide the specifications for minimum hardware required to process the volumes given in this document.

The processing needs would depend upon volume of forms / documents received. However, the average projected volume of document pages per month for the bank as a whole is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bank Average Projected Volume (Next 3 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Projected Volume for the 1st year - 30,00,000 pages per month</td>
</tr>
<tr>
<td>2</td>
<td>Projected Volume for the 2nd year – 40,00,000 pages per month</td>
</tr>
<tr>
<td>3</td>
<td>Projected Volume for the 3rd year – 50,00,000 pages per month</td>
</tr>
</tbody>
</table>

a) The images captured by the system should be clear and free of any distortions. The images & data captured by system should be available on line for a period decided by IDBI. Thereafter there should be provision to transfer the same to a backup media (DAT, CD-ROM etc). The software should have the capability to locate and make available any images with associated data in print/display form either from the on-line data or from backup media by specifying any one or more combination of input parameters. It should be possible to do OLRR, balancing etc with the help of images without the need to physically look at the corresponding instruments i.e. the images should be available on the same screen while doing reject repair. It should have the usual features of Zoom, reverse image, rotation etc during reject repair as well in the archival.

b) The solution offered should be fully image capable. The front images and back images should be captured at the time of Prime Pass. It should be possible to do reject repair & Balancing with the help of these images and without the need to physically handle the rejected forms.

c) The solution offered must ensure that:

- Image capturing module can be hosted on Windows/Unix Operating System.
- DMS and other related modules should be on UNIX platform.
- Conform to industry standard so as to ensure long-time support.
2. Hardware Recommendations

a) Vendor has to provide the hardware and network detail required to port the solution. It should cover module names to be hosted, site-wise number of servers, and configuration of each server along with storage requirement, bandwidth requirement and any other hardware requirement.

b) Currently, a Centralized Banking System has been deployed in IDBI, to handle its Core Banking functionality. IDBI would like to continue with this broadly centralized architecture.

c) The main server and the central database will be located at the System hub (central site).

d) The main central server will have a fallback / backup / disaster recovery server, located at a different site other than the Central hub.

e) The proposed system should be able to communicate with the fallback / backup / disaster systems in case the main central server fails.

f) The proposed hardware architecture should have the flexibility of adding additional RPUs /Hubs/CCUs/ Branches in future. Vendor should not quote for Server Hardware and the Oracle database, which will be procured by IDBI Bank Ltd.

g) The Vendor should advise details of the minimum configuration of various Hardware components like Servers, Storage, Scanners, etc and any other Software like Databases, Application servers and third party software required to make the DMS application functional and operational for the above specified volumes. The bidders should also specify the backup mechanisms supported by the solution along with the hardware and software required for the same.

h) If the Application is portable on multiple platforms like Intel X86 or RISC Based servers then specify the minimum configuration for each of the platform.

i) The proposed hardware should cover the DR requirements of the application.

j) While proposing the hardware, vendor should take care of following criteria:

   i. Capacity to complete the data processing cycle within the agreed time frame

   ii. Reliability, fault tolerance, redundancy and high availability.
iii. LAN/WAN connectivity and support for standard communication protocols/channels like X.25, TCP/IP over X.25, SLIP, PPP, VSAT, ISDN and Leased Lines.

iv. Must have capability to interface & cluster with heterogeneous platforms.

v. Ability to communicate through any communication channel used by the Bank

vi. Application should be able to be hosted on virtualized environment.

3. Vital System Features

The System features for each module have been covered in the following table. The bidder needs to fill up the response column according to the criteria provided on Section 3, Sub-section 19:-

The following table lists the scale, which should be used to provide the response

<table>
<thead>
<tr>
<th>Scale</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Required features readily <strong>available</strong> and to be provided by the bidder.</td>
</tr>
<tr>
<td>2</td>
<td>Customization required. The bidder needs <strong>ONE elapsed month</strong> to complete it within the quoted cost.</td>
</tr>
<tr>
<td>1</td>
<td>Customization required. The bidder needs <strong>more than one elapsed month but less than two months</strong> time to complete it within the quoted cost.</td>
</tr>
<tr>
<td>0</td>
<td>Functionality is <strong>not available</strong> and will not be provided by the bidder.</td>
</tr>
</tbody>
</table>
## Table 2
(Rating as 0, 1, 2, 3 in the Vendor Response Column)

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Functional Specification</th>
<th>Vendor Response</th>
<th>Vendor Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>System should be capable of employing parallel processing technology which allows multiple clients to work on the same batch at the same time. Documents should be capable of being virtually disassembled to allow processing tasks to be delegated simultaneously to specific workstations before being routed back to the database for re-assembly and completion.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>The Capture Software License must NOT restrict the usage of the capture software by the scanned volume or the number of pages scanned per year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Scalability: System must be scalable without any limitation to accommodate new branches/offices/software’s/operations/users/functions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Must support the option of uploading of up to a million page per day of already scanned image files.</td>
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<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Facility to define view and query rights to different work groups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>All modules of the software should be fully integrated and no manual intervention should be needed for inter-module Operation.</td>
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<td></td>
</tr>
<tr>
<td>1.7</td>
<td>All rules defined should be modifiable without vendor intervention from the application i.e. front end and audit logs should be maintained</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Application should have the capability to interface with Finacle and other systems. (File upload, API etc.)</td>
<td></td>
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</tr>
<tr>
<td>1.9</td>
<td>Application should be capable of capturing all the columns given in Account opening form. (Annexure 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Application should be validating the file for upload to avoid double upload of same file (Check for file name etc) i.e. a single file should not be uploaded twice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Storing of documents should be customer wise. (i.e. All documents related to a customer should be stored document-category wise in one location / folder.</td>
<td></td>
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</tr>
<tr>
<td>1.12</td>
<td>The system should have search provision to locate and identify all documents related to a particular customer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>Image Capture and Processing: The Capture Software must support complex scanning processes and validation by way of rules / functions at the batch, document, page and field levels at any step in the capture process, including:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14</td>
<td>Input - Direct Scan, Web Scan and Input from Folders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15</td>
<td>Image Processing – Deskew, Despeckle, Reverse text color</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.16</td>
<td>Recognition - ICR, OCR, OMR, Barcode, keyword search.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.17</td>
<td>Validation - Database lookups, cross field checks, math calculations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.18</td>
<td>Verification - Flexible user interface, data and image snippets, pan, zoom, “Click N Key,” hot keys</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.19</td>
<td>Document identification and classification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.20</td>
<td>Export - XML, TIFF, PDF, JPG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.21</td>
<td>Application should have the provision to send SMS/EMAIL Alert</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.22</td>
<td>The capture product should have the capability to convert the images into a lower dpi format before storing into a content repository.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.23</td>
<td>The capture product must be able to support both centralized and distributed capture environments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.24</td>
<td>The Capture Software must support Document capture, Structured or Unstructured Forms, Recognition and automated Indexing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.25</td>
<td>The Capture solution must support offline scanning where the saving of the image files into the content repository process can be configured and scheduled.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.26</td>
<td>Must support automatic rotating of image file</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.27</td>
<td>The capture system must be able to handle multiple pages and double sided documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.28</td>
<td>Must support bar code recognition. Must be able to use bar code for document separation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.29</td>
<td>Must support various bar codes(1D /2D) in either on a page or across multiple pages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.30</td>
<td>Must Support Batch Management tools for batch cleanup and batch monitoring</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Reusable Business Rules / Integration

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.31</td>
<td>Must provide extensive reporting and a dashboard on various aspects such as batch load, work in progress etc.</td>
</tr>
<tr>
<td>1.32</td>
<td>The capture software must be able to utilize reusable business rule rather than coding</td>
</tr>
<tr>
<td>1.33</td>
<td>The capture software must provide capability to be integrated with external system via API calls</td>
</tr>
<tr>
<td>1.34</td>
<td>The Capture Software must have the provision to provide all capture functions from scan to export, in a web service.</td>
</tr>
</tbody>
</table>

### Data Capture/Identification/Extraction

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.35</td>
<td>The capture product must provide a variety of recognition capabilities including patch codes, barcodes (including 2D), check boxes (Optical Mark Recognition), OCR (Optical Character Recognition), and hand print (Intelligent Character Recognition)</td>
</tr>
<tr>
<td>1.36</td>
<td>Must provide automatic identification of the document / page type.</td>
</tr>
<tr>
<td>1.37</td>
<td>Must provide snippet capability to aid document indexing</td>
</tr>
<tr>
<td>1.38</td>
<td>The capture product must support export of images in a variety of file formats, including PDF and TIFF</td>
</tr>
<tr>
<td>1.39</td>
<td>Must provide capability to extract part of the image file, e.g. customer signature, photograph etc.</td>
</tr>
<tr>
<td>1.40</td>
<td>Must provide capability to redact / blackout part of the image file</td>
</tr>
<tr>
<td>1.41</td>
<td>Capture Software should support blank page detection features.</td>
</tr>
<tr>
<td>1.42</td>
<td>The system shall provide a thin client, web-enabled interface.</td>
</tr>
<tr>
<td>1.43</td>
<td>The system shall provide integrations with other desktop clients, such Microsoft Office (Outlook) and enterprise applications, such as LDAP.</td>
</tr>
<tr>
<td>1.44</td>
<td>Web interface must support Firefox, Netscape, Internet Explorer, and Safari</td>
</tr>
<tr>
<td>1.45</td>
<td>Client functionality is determined through user role, enabling certain client functions to be turned on or off depending on user role</td>
</tr>
<tr>
<td>1.46</td>
<td>The web interface shall provide multiple views of the content according to user preference and IT permission sets.</td>
</tr>
<tr>
<td>Section</td>
<td>Requirement</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>1.47</td>
<td>The system shall provide the standard file hierarchy structure of folders and sub-folders to allow users and groups of users to manage and organize their documents.</td>
</tr>
<tr>
<td>1.48</td>
<td>The interface shall provide support for the creation, editing and management of virtual or compound documents (VD). The system shall provide the features to link any type/format of documents while providing capabilities to automatically update the version of the linked document whenever the original is updated.</td>
</tr>
<tr>
<td>1.49</td>
<td>Drag and drop bulk file content import.</td>
</tr>
<tr>
<td>1.50</td>
<td>Provide support for unlimited file formats</td>
</tr>
<tr>
<td>1.51</td>
<td>Must allow ability to seamlessly view content in its native form using a built-in viewer</td>
</tr>
<tr>
<td>1.52</td>
<td>Features for annotation must be provided. The security model must allow to separate access rights to content from access right to annotations</td>
</tr>
<tr>
<td>1.53</td>
<td>Shall support document creation from templates stored in the repository</td>
</tr>
<tr>
<td>1.54</td>
<td>When editing, the document must be checked-out from the repository (locked) preventing other users from making changes at the same time</td>
</tr>
<tr>
<td>1.55</td>
<td>Users must be able to continue viewing the document when a document is checked out. The GUI must provide a visible symbol indicating the checkout and an attribute to indicate who checked out the document</td>
</tr>
<tr>
<td>1.56</td>
<td>The system must support a configurable session timeout which forces a user to log back in after a period of time to ensure security. This shall be accomplished without losing user’s work</td>
</tr>
<tr>
<td>1.57</td>
<td>Shall provide offline capabilities allowing users to work offline and then synchronize their edited or newly created documents with the repository. The offline client shall provide out-of-the-box conflict resolution options to assist users to resolve conflicts during synchronization.</td>
</tr>
<tr>
<td>1.58</td>
<td>Shall provide support for Right click support, keyboard shortcuts, thumbnail, detail view, Type ahead features on all thick and thin clients</td>
</tr>
<tr>
<td>1.59</td>
<td>Shall provides interface for users to putting sticky notes and annotation for review comments.</td>
</tr>
<tr>
<td>1.60</td>
<td>Annotation should be stored separately and separately access level can be defined.</td>
</tr>
</tbody>
</table>
1.61 Shall provide asynchronous content transfer from clients.

1.62 Solution should support page wise serving of multi page documents so that users doesn’t have to wait for a long document to download entirely before viewing it.

1.63 Shall support exporting of metadata about repository lists, including directory locations and search results to .CSV or excel files

1.64 Shall Provide GUI tools for development and deployment of user interfaces

1.65 Ability to support document creation from templates stored in the repository. System should provide Template based authoring interface.

1.66 Ability to create and store users id and password in DMS repository

1.67 Must provide a common integrated repository to handle all types of enterprise content management, including documents, web content, digital assets, collaborative content, document images, records etc.

1.68 Provides a policy engine that can execute storage placement and migration policies to optimize storage, while reducing the content storage cost to the business and maintain accessibility and compliance needs as its value changes over time

1.69 Software should provide inbuilt capabilities for providing Hierarchical Storage Management.

1.70 Provides content storage policy creation and management tools through a unified, web-based administration client.

1.71 Provides policy-based content placement and migration capabilities across storage devices from a wide variety of storage vendors such as EMC, IBM, Hewlett Packard, Hitachi, and others

1.72 Automates content archival according to storage policies based on business value and information

1.73 Administrator should be able to control storage allocation of content based in any default or custom attribute.

2 Reports
The system should allow us to generate any report required for day to day working. Minimum reports that system should be capable to generate based on filtration criteria like
Region wise / Center wise / branch wise / Sol ID wise / Account type wise/ TAT etc.

Below are the lists of reports required from the DMS including but not limited to the following:

2.1 Forms Scanned, Approved and rejected
2.2 Accounts opened Daily / Monthly and user wise
2.3 MIS on accounts opened - account type wise
2.4 Sol wise, Region wise, accounts opened, TAT
2.5 Other reports / MIS specified by the user in UAT

### 3 Application Architecture specifications

3.1 Application System should be modular and should support modular implementation.

3.2 The Application should support different messaging protocols, APIs to support various Delivery Channels such as Internet Banking, etc. Similarly APIs should be commonly published for facilitating porting of external applications of IDBI BANK LTD onto DMS FOR AO/ system.

3.3 Support automatic switchover to alternate / Standby server.

3.4 Should support export or import of data in various formats such as ASCII, Text, etc. (Details may be indicated as a footnote).

3.5 Architecture shall provide provisions for scaling up (vertical scaling) and/or scaling out (horizontal scaling)

3.6 Provide inherent load balancing between servers if in clustering mode

3.7 Supported on UNIX, Linux and Windows platform. List all OS supported

3.8 Provide out-of-the-box integration with market-leading application servers and portals **(should not be a freeware)**. List the App Server and Portals supported

3.9 Solution should be certified on VDI and Virtualization technology.

3.10 Provide support for J2EE technology, XML and Web Services

3.11 Image movement on the network should be secured

3.12 Should seamlessly integrate with other banking products like Core banking system and Asset management system

3.13 System must provide the ability for content files to be stored in standard file systems and meta data in industry standard RDBMS

3.14 Must have built-in fault tolerance, load balancing and high availability

3.15 System’s architecture shall be based on object-oriented model
and concepts. Describe the key features of the object-oriented model architecture

| 3.16 | Must provide the ability to perform file compression during transport |
| 3.17 | In-built support for file encryption both at transit and in storage |
| 3.18 | Support for file-level rights management to govern usage of a file, for when it resides both inside and outside the repository. |
| 3.19 | System must be built on an open and industry standard architecture. Must provide a comprehensive API (Application Program Interface) or SDK (Software Development’s Kit) to allow interfacing and integration with existing systems. List the standards adopted |
| 3.20 | The system shall have the capability to manage pervasive information types and process rich media format information (audio, video), common formats (PDF, Word, PowerPoint etc) and electronic records |
| 3.21 | Ability to create new document types and user-definable attributes associated with all document types (documents, digital assets, web content etc). GUI tools should be provided to facilitate this activity and the system should be able to inherit all attributes of the parent document type without requiring the user to repeat specification attributes |
| 3.22 | Users should be able to assign rights to objects at anytime Specifically:  
- users should be able to assign rights to individual users or groups of users  
- it should be possible to assign the access levels to individual users and groups of users  
If documents are secured, the presence of documents should not be visible when a user without access rights undertakes any searches on the document store |
| 3.23 | Security definable at each of the cabinets, folders, subfolders, document and process level, document components etc |
| 3.24 | Support Role-based security |
| 3.25 | Support file-level rights management |
| 3.26 | Provide document security management. |
| 3.27 | System should provide multiple levels of access rights and the system should provide following hierarchal access rights:  
- No permissions  
- User should be able to search but not open the document  
- View only permission  
- View and annotate Only permission |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
|   | • User should be able to create a new version of a document but not be able to modify the original version.  
  • User can modify the original document  
  • Delete permission etc. |
| 3.28 | Ability to authenticate users using standard credentials and/or advanced means of authentication leveraging industry leading authentication and single sign on frameworks  
  3.29 Provide Encryption (AES) for the content in any format.  
  3.30 System must provide integration with LDAP for user authentication and management  
  3.31 System shall support Fail over for user authentication for LDAP  
  3.32 Must provide ability to capture all operations on documents in Audit trail  
  3.33 Audit trail must contain information such as event performed on document (including view / print), who performed the action, and date time stamp etc  
  3.34 Audit trail shall Capture of “old” and “new” property values with user and date of the event.  
  3.35 Audit system shall be capable to be queried and reports generated |
| 4 | **Technical Specifications**  
  4.1 System must provide web-based administration tool and provide a single point of access for managing and administering alls repositories, servers, users and groups.  
  4.2 Provides ability to log and audit system events, such as file access, deletions and process activities, for reporting, analysis and compliance purposes  
  4.3 Shall provide system administrators the ability to define and schedule jobs for monitoring and maintenance of the content management system and its repository  
  4.4 Shall allow the definition of sub system administrators such that only certain administrative functions are assigned to different users or groups of users  
  4.5 Shall provide an entirely graphical environment for the creation and definition of content types and their associated metadata, methods, procedures, etc  
  4.6 Should include a robust data dictionary and graphical editor for defining and configuring display properties and attributes  
  4.7 Natively supports HTTP, LDAP and SSL standards in addition to XML |
| 4.8 | Must provide an extensive and comprehensive API suite based on J2EE and .NET technology |
| 4.9 | The support shall provide a mechanism to package all changes for migration from development and test environments and deploy them to production environments. This packaging support must include customer types, associated permissions, processing rules, and all other changes that must occur on the production system to support the change |
| 4.10 | System should expose API in standard formats – JAVA, Web Services, .Net, etc |
| 4.11 | Must provide a version control facility to maintain version integrity throughout the lifecycle of the document |
| 4.12 | Every document version must be able to have its own individual access control rights and metadata values that can be changed without affecting other versions of the same document |
| 4.13 | Capability to version metadata associated with documents must also be provided |
| 4.14 | System must provide capability to archive older versions of the documents |
| 4.15 | The system must provide automatic capture of the creation and last modification dates on the profile. |
| 4.16 | The profile should be capable of being populated with additional fields according to the following types: |
| | • free format text fields |
| | • validated formatted fields (drop down lists, rules for valid field entry) |
| | • linkage to external databases |
| | • it should be possible to link fields for validation purposes |
| 4.17 | The system provides the capability to perform auto-indexing of documents and auto-categorisation. |
| 4.18 | Users can search for content via selection of properties and/or words, phrases, sounds like strings, proximity search, thesaurus search, etc. |
| 4.19 | Users can save queries for reuse or sharing as required. These can be accessed as objects in the repository and run from either the Windows Explorer or web interface |
| 4.20 | The system shall return the current document version by default unless otherwise requested |
| 4.21 | When performing a full text search, the system shall provide ranking details against the list of documents returned |
| 4.22 | Indexing and retrieval based on metadata must be provided for all file formats and document types |
| 4.23 | Search must be able to be conducted across folders and
<table>
<thead>
<tr>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>distributed repositories as a standard feature</td>
</tr>
<tr>
<td>4.24 Must provide clustering of search results</td>
</tr>
<tr>
<td>4.25 Must provide the ability to save end user queries</td>
</tr>
<tr>
<td>4.26 System must provide the ability to Support multi-lingual UI interface. To start with English and Hindi</td>
</tr>
<tr>
<td>4.27 The System shall be capable of accepting multiple images formats.</td>
</tr>
<tr>
<td>4.28 Hot key functions for increased speed and accuracy and the work processes should be automated.</td>
</tr>
<tr>
<td>4.29 Dynamic parameter based screen inquiry to allow the user to input specific parameter and get the results they need.</td>
</tr>
<tr>
<td>4.30 Possibility of sending emails of images and data records.</td>
</tr>
<tr>
<td>4.31 System must have online help facility for screen, screen sections and fields.</td>
</tr>
<tr>
<td>4.32 The user-interface screens should show mandatory fields which must be entered before submitting a record/data.</td>
</tr>
<tr>
<td>4.33 Direct connectivity to e-mail should be available through user interface for sending details, advices, etc. To branches / HUBs /RPUs.</td>
</tr>
<tr>
<td>4.34 Dashboard/graphical representation facility to supervisor to note the volumes and distribute the workload accordingly between users for both entry and verification.</td>
</tr>
<tr>
<td>4.35 Facility to auto-lock the screen/terminal should be available.</td>
</tr>
</tbody>
</table>
### SECTION 7: TECHNICAL DETAILS REQUIRED FROM BIDDER

The bidder is required to provide the following information in the Technical Bid:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Give details regarding the flexibility of the architecture in terms of ease in addition, modification and deletion of modules (including third party products) / functionality in the future</td>
</tr>
<tr>
<td>2</td>
<td>Give Names / details of the OMR, OCR, ICR Engines used in the solution.</td>
</tr>
</tbody>
</table>
| 3    | Vendor/Bidder should provide extensive documentation related to the Application S/W such as ...  
  ➢ Application Architecture  
  ➢ Database layouts and architecture.  
  ➢ User Manuals  
  ➢ System Reference Manuals  
  ➢ Error Messages and their Meanings  
  ➢ Training Manuals  
  ➢ Additions / changes to the documents after upgrades  
  ➢ Operations Manuals  
  ➢ Data Dictionary to be provided |
| 4    | Vender to provide exhaustive Test Plans covering the entire functionality of the Solution |
| 5    | Give details regarding the level of integration of the various sub-systems, particularly in case of mix and match of proprietary and third party products |
| 6    | Please give details regarding the data integrity issues |
| 7    | Please specify whether the proposed architecture uses any application middleware solutions. |
| 8    | State the RDBMS supported. RDBMS supported shall be non-proprietary. |
| 9    | Give details of any additional Application S/W and third-party tools that are required for using the system, in addition to the base Application System provided by the Vendor/Bidder |
| 10   | Please give details of the proven System Response times benchmarks. |
| 11   | In case of occurrence of a system failure, specify whether ...  
  ➢ A log and recovery facility is provided to return to the pre-failure situation  
  ➢ After a system failure the system is able to restart and rebuild the database to the pre-failure situation  
  ➢ The system provides for automatic roll-forward and rollback.  
  ➢ Deadlock situations are resolved automatically.  
  ➢ Processing can be continued without loss of data after a disaster.  
  ➢ The system should be made available for further processing within 4 hours of its failure.  
  Explain which measures can be taken to rebuild the database after a failure |
12. Please give details of the System Performance benchmarks on the various Network configurations such as
   - Leased Lines
   - ISDN
   - VSAT
   - Dial-up Modems
   Please mention the bandwidth requirement for the client


14. Please give the following details of any proven Implementation Case-study of the proposed solution
   - Strategy adopted
   - Milestone definitions
   - Time Schedules
   - Resources used
   - Drawbacks, if any

15. Provide details of the training programmes to be conducted.

16. Provide the timetable for the training session with details such as topics, duration, number of users, etc.

17. Give a detailed document which covers
   - The bidder presence in India
   - The bidder Support Mechanism
   - Support Centers (No. Of Support Centers, locations, Staffing, etc)
   - Methodology to classify calls according to severity
   - Maximum Response times to Calls
   - Support levels / functions
   - Whether dedicated support staff will be maintained at IDBI, on an on-going basis.
   - Support tools
   - Call Centres / Help Desk
   - 24 hours Availability

18. Give details of the Warranties provided on the solution.

19. The bidder to provide guarantees against the System failures OR under-performance than the stipulated and mutually agreed performance standards and benchmarks. Give details of the same.

20. Please provide a standard Service Agreement copy, along with the proposal.


22. Give details of the clients (if any) who avail of the Support function of the bidder

23. Please specify the modus operandi to classify calls into (the priority will be decided by IDBI)
   - Maintenance
   - Enhancements / Modifications
   - New Development
   - Upgrades
   - Customization
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>In case of third-party components being used in the Solution, please specify the details of the arrangements that will be worked out between the vendor and the third-party bidder.</td>
</tr>
<tr>
<td>25</td>
<td>In case of Solution upgrades, please give details of the Deployment Strategy for the new version, with minimum disruption to the Banking operations</td>
</tr>
<tr>
<td>26</td>
<td>Please specify whether there are any restrictions / conditions applicable, on the Support Arrangement, in case of IDBI not opting for any higher version of the Solution, whenever it is available</td>
</tr>
<tr>
<td>27</td>
<td>Please specify whether there are any in-built checks and mechanisms to track the activities of the Support Staff</td>
</tr>
<tr>
<td>28</td>
<td>Give details whether the bidder conforms to any International Quality Management procedures as part of their Support function.</td>
</tr>
<tr>
<td>29</td>
<td>An Undertaking from the OEM mentioning that if the bidder is not able to fulfil its obligation to support the product, OEM will ensure the support as per the contract.</td>
</tr>
<tr>
<td>30</td>
<td>In case, bidder is not an OEM of the proposed DMS solution, a letter from the OEM, authorizing the bidder must be provided.</td>
</tr>
</tbody>
</table>
### SECTION 8: BIDDER INFORMATION

This section is meant to collect the various details of the bidder responding to this RFP. If the bidder partners with other third-party / bids in consortium while responding to this RFP, IDBI will interact only with the Lead bidder and the relationship(s) between the Lead bidder and the third-party should be transparent to IDBI. However, Lead bidder needs to provide the company details of each third-party, along with their own details. In the case of overseas bidder having local Indian representatives, the details of both the overseas bidder as well as the local support representative should be given.

#### 1. Company Details
Please provide the following company details:

<table>
<thead>
<tr>
<th>Title</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person / Telephone / E-mail / Fax</td>
<td></td>
</tr>
<tr>
<td>Nature of Organization (Proprietary / Partnership / Pvt. Ltd. Co / Public Ltd. Co)</td>
<td></td>
</tr>
<tr>
<td>Date of Incorporation of Company</td>
<td></td>
</tr>
<tr>
<td>Income Tax / PAN Details</td>
<td></td>
</tr>
<tr>
<td>Name of the CEO / MD</td>
<td></td>
</tr>
<tr>
<td>Registered / Corporate Office Location</td>
<td></td>
</tr>
<tr>
<td>Product Lines and Brief Description</td>
<td></td>
</tr>
<tr>
<td>Number of Employees by Function</td>
<td></td>
</tr>
<tr>
<td>Development</td>
<td></td>
</tr>
<tr>
<td>Quality Assurance</td>
<td></td>
</tr>
<tr>
<td>Implementation</td>
<td></td>
</tr>
<tr>
<td>Sales and Support</td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td></td>
</tr>
<tr>
<td>Earmarked Implementation Team</td>
<td></td>
</tr>
<tr>
<td>Support Centre details and products supported by these centres</td>
<td></td>
</tr>
<tr>
<td>Any affiliates / associated businesses</td>
<td></td>
</tr>
</tbody>
</table>
2 Financial Details

The bidder is required to provide the following financial information:

1. Audited balance sheet and profit and loss account for the last three financial years
2. Earnings per share for the last three financial years, in case of listed companies
3. Total revenues for the proposed product for the last three years if any
4. Profitability figures for the last 3 years.

3 Client List

Please provide details of the clients who are currently using the DMS OR the client sites where the implementation of the DMS is in progress.

<table>
<thead>
<tr>
<th>Client Name (with total no. of branches in brackets)</th>
<th>Product Name and Version</th>
<th>Module</th>
<th>Year of Purchase</th>
<th>Currently in use (Yes/No)</th>
<th>Implementation Status</th>
<th>Site(s) Details (including no. of branches)</th>
<th>Num of Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>b)</td>
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<tr>
<td>c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

4. Reference Sites

Bidder is required to provide the details of at least one reference site where the DMS solution have been implemented. IDBI reserves the right to contact the reference provided by bidder, at any point of time in the evaluation period. The following table lists the required information on reference sites.

During the evaluation period IDBI reserves the right to ask for more references if for some reasons it is not satisfied with the responses of the reference already provided.
<table>
<thead>
<tr>
<th>Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td></td>
</tr>
<tr>
<td>Business Domain</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person / Telephone / E-mail / Fax</td>
<td></td>
</tr>
<tr>
<td>Modules implemented (with version number)</td>
<td></td>
</tr>
<tr>
<td>Date and Period of Implementation</td>
<td></td>
</tr>
<tr>
<td>Number of sites and users at individual sites</td>
<td></td>
</tr>
<tr>
<td>Average and Peak Load of transactions</td>
<td></td>
</tr>
<tr>
<td>Degree of Systems Integration required for Implementation and Time for Integration</td>
<td></td>
</tr>
<tr>
<td>Details of</td>
<td></td>
</tr>
<tr>
<td>• Servers</td>
<td></td>
</tr>
<tr>
<td>• Operating Systems</td>
<td></td>
</tr>
<tr>
<td>• Database</td>
<td></td>
</tr>
<tr>
<td>• Network</td>
<td></td>
</tr>
<tr>
<td>• Other resources</td>
<td></td>
</tr>
<tr>
<td>Details of services provided</td>
<td></td>
</tr>
<tr>
<td>Provide End-Of-Day processing details (time taken, volumes handled, etc)</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE - 1: Contents and format of Technical bid

The major sections of the proposal should be organized as follows:

1. **Introduction**

2. **Bidder Information**
   This section should provide all the relevant information about the bidder, including the required bidder information (Section 8 of the RFP).

3. **DMS**
   This section should provide information about the DMS to be implemented by the bidder

4. **Functional Details, System Architecture and Integration**
   This section should discuss the functional specifications, the detailed system architecture, including the structure, platform, the components of the DMS solution and their integration, interfaces available for external systems, etc. (Section 5 and 6 of the RFP).

5. **Implementation**
   This section should outline the implementation methodology, schedules and time frames, data migration strategy, parallel runs, parameterization, customization, etc.

6. **Training**
   This section should give the details of end user training (to be provided by the bidder to IDBI staff, and should include time frame, schedule, training facilities, etc.

7. **Support**
   This section should discuss the support methodology to be adopted by the bidder, in executing this Service(s), support center details, staffing, response time, service level requirements, on site support arrangement, etc.
8. **List of documents/enclosures**

Documents, **other than the commercial documents**, that must be submitted in the following order with the proposal (Hard copy and Soft copy):

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Section/Annexure/Form</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annexure 1</td>
<td>Write up.</td>
</tr>
<tr>
<td>3.</td>
<td>Section 3- Clause 5</td>
<td>Earnest Money deposit.</td>
</tr>
<tr>
<td>4.</td>
<td>Form 1 (a)</td>
<td>Form 1(a)- Covering letter.</td>
</tr>
<tr>
<td>5.</td>
<td>Form 1 (b)</td>
<td>Form 1(b)-Eligibility form.</td>
</tr>
<tr>
<td>6.</td>
<td>Form 2 -</td>
<td>Form 2 – Technical Bid form.</td>
</tr>
<tr>
<td>7.</td>
<td>Form 3 -</td>
<td>Form 3 – Power of attorney of the signatory.</td>
</tr>
<tr>
<td>8.</td>
<td>Form 4 -</td>
<td>Form 4 – Undertaking of the signatory.</td>
</tr>
<tr>
<td>9.</td>
<td>ANNEXURE - 4:</td>
<td>ANNEXURE - 4: Unconditional Acceptances of the Terms &amp; Conditions of the RFP</td>
</tr>
<tr>
<td>10.</td>
<td>Section 6 – Clause 3,</td>
<td>Vital system Features – Table 2.</td>
</tr>
<tr>
<td>11.</td>
<td>Section 7</td>
<td>Technical Details required from Bidder.</td>
</tr>
<tr>
<td>12.</td>
<td>Section 8</td>
<td>Bidder Information in Table 1, 2, 3, 4.</td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td>Teaming agreement/Authority letters from third party products embedded or interfaced with the DMS.</td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td>Details about the support centres in India and staffing structure of the bidder.</td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td>Original copy of RFP duly signed on all pages.</td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td>Any other relevant document.</td>
</tr>
</tbody>
</table>
Template for Pre-Bid Queries

Bidder Name :

Contact Person :

Contact no / email id:

<table>
<thead>
<tr>
<th>S.No</th>
<th>RFP Ref Page no</th>
<th>RFP Clause no</th>
<th>Existing clause Details</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>6</td>
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<tr>
<td>7</td>
<td></td>
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</tr>
</tbody>
</table>
Form – 1(a): Format for Cover Letter

Deputy General Manager (IT)
IDBI Bank Ltd.
IDBI Building, Plot NO. 39-41, Sector 11,
CBD Belapur, Navi Mumbai 400 614.

Dear Sir,

Subject: Document Management System IDBI Bank Limited (IDBI)

In respect of the supply of the Document Management System meant for IDBI Bank Limited, please find enclosed our response to your RFP dated ……

1. Having examined the RFP document/Bid Document and appendix thereto and addenda numbers _____ thereto, we, the undersigned, in conformity with the RFP Document, offer to provide the Services as defined and described in the RFP Document, on the terms and conditions mentioned in the RFP Document and for the sum / price indicated as per financial bid.

2. We acknowledge having received the following addenda to the bid document:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. We certify that we are the authors/assignees/licensees of the DMS System and/or its components. We have produced for your inspection, copy of the letter of assignment/license given by the author of DMS System. We further certify that the sale of the DMS System to you by your use and us thereof does not infringe / violate any provisions of the applicable laws including laws relating to the Intellectual Property Rights (IPRs) and the same is in compliance in all respects with all applicable laws and regulations.

4. If any action is brought against you for infringement / violation, of the applicable laws including laws relating to IPRs in respect of the DMS System supplied by us to you, we will defend the same at our cost and consequences and will indemnify you of all the costs and other expenses that you may incur in this connection.

5. Any upgrades/updates and new releases/versions of the DMS System or its components supplied shall be immediately incorporated on your system at cost/or no extra cost depending upon the corporate policy of our company and as per the rates quoted in the Commercial Bids and as mutually acceptable between us and IDBI.

6. We undertake, if our proposal is accepted, to provide the Services comprised in the Contract within timeframe specified, starting from the date of receipt of notification of award from IDBI.
8. We agree and undertake to abide by this proposal for the period of 90 days from the date of Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

9. We agree to execute a Contract / Agreement in the form to be communicated by IDBI, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.

10. Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding Contract / Agreement.

11. We understand that you are not bound to accept the lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

12. We certify that all the information and representations furnished herein are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the IDBI Bank.

13. As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft / Banker’s Cheque bearing no. __________ dated __________ drawn in favour of IDBI Bank Limited for an amount of < Rs 5,00,000> (Rupees. Five lakhs only) payable at Mumbai.

Dated this _____ day of ____________________ 2013

Signature

(Company Seal)

__________________

In the capacity of

Duly authorized to sign bids for and on behalf of:
<table>
<thead>
<tr>
<th>S.No</th>
<th>Details</th>
<th>Yes / No</th>
<th>Details Of Documents with Ref page</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Bidder should be a company registered in India with an established setup in India. Proof of same needs to be submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Minimum annual turnover of Bidder should be Rs 50 Crores for the financial year 2012-13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Bidder should be a net profit earning company during last 3 years i.e. financial year 2011, 2012 and 2013. The balance sheets of the relevant period shall have to be provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Reputed and experienced bidder who have adequate and sound knowledge of Scanning, Digitization and Archiving techniques and possess at least 2 years’ experience of conducting similar nature of work in India (A self-certificate to this effect need to be submitted)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Bidder should have implemented end to end comprehensive Document Management Solution at least 2 institutions in the BFSI sector, of which one should be a schedule commercial bank in India with a minimum of 500 branches for Scan based account opening process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Proposed DMS application should have been implemented at least in one Scheduled Commercial Bank in India with a minimum of 500 branches for Scan based account opening process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Bidder should be having minimum accreditations of ISO:9001:2005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>The bidder should have support office(s) in Mumbai and Chennai.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>The bidder can make consortium but cannot subcontract the job to any other bidder / labour bidder and must be done by the employees of the consortium partner only.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>All the employees/operator deployed by the vendor for the digitization activity must comply with government’s rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Bidder should not have been blacklisted by any Govt. organizations/PSU/PSB during the last three years. The bidder shall give a declaration that they have not been black listed by any of the Govt. Authority or PSUs, as on date of submission of the tender, otherwise the bid will not be considered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k</td>
<td>OEM can quote through a bidder who should meet all eligibility criteria mention in the RFP except in respect of DMS application, which OEM should meet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>l</td>
<td>The Vendors are required to comply with the following CVC guidelines:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Either the Indian bidder on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the application in the same tender.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) If bidder submits bid on behalf of the OEM, the same bidder shall not submit a bid on behalf of another OEM in the same tender.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) The OEM cannot nominate more than one bidder for the proposed solution. In the event that there is such a case, both/all submission will be rejected outright. The decision of IDBI shall be final and binding in this regard.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form –2: Technical Bid form

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

Deputy General Manager (IT)
IDBI Bank Ltd.
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir:

Ref: ________________________________

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we
the undersigned, unconditionally and irrevocably offer our services for System Integration in
conformity with the said Bid Documents.

We agree and undertake that, if our Bid is accepted, 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 in a sum equivalent to 10 (Ten) percent of
the Contract Price for the due performance and observance of the Contract, in the form and
manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

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

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

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

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

We enclose a demand draft of Rs. 5,00,000/- (Rs.Five lakhs only) towards Bid Security, in favour
of "IDBI Bank Limited." drawn on ____________, __________ Branch payable at Mumbai.
We understand that the Bid Security 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 90 (Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this ......................... day of .........................20.

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign bid for and on behalf of

_________________________________________
Form – 3: Format of power-of-attorney

(On Stamp Paper of relevant value)

Know all men by these presents, we __________________________ (name of the company and address of the registered office) do hereby appoint and authorize Mr. __________________________ (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 Configuration, Customization, Implementation and Maintenance of Document Management System in response to the RFP (Request for Proposal) by IDBI Bank Ltd (hereinafter referred to as IDBI), including signing and submission of all documents and providing information/responses to IDBI in all matters in connection with our Bid / Offer. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of ____________________ 2013

For __________________________

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by the all members in case of a Consortium.
2. 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.
3. 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.

4. 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.
Form – 4: Undertaking

It is certified that 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 is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of ____________________ 2013
Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:
Form – 5: Deed of Indemnity

This Deed of Indemnity executed at Mumbai on the _____ day of _______ by __________________________________________ (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, Mumbai – 400 005 (hereinafter referred to as “IDBI’ ” 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)

WHEREAS

(1) The Obligor has

(a) offered to IDBI to Implement/maintain & support Document Management at IDBI, as stated under Contract/Section 5 of RFP document;

(b) represented and warranted that they have all permissions, consents, approvals and license from all authorities, both regulatory./ statutory and non-regulatory, for executing their services to IDBI;

(c) represented and warranted that the aforesaid services offered to IDBI do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual property rights, 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 during the implementation, maintenance and contract period to the satisfaction of IDBI;

(d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with IDBI;

(2) IDBI, 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 / Agreement dated ____________________ (the Agreement) with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of IDBI indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering of it’s the services / DMS Solution / Systems to IDBI over the contract period as also
for breach committed by the Obligor on account of misconduct, omission or negligence or otherwise by the Obligor.

(4) In pursuance thererof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of IDBI having agreed to award the aforesaid services / job to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby unconditionally, absolutely and irrevocably agree and undertake that:-

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI, 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 Contract / Agreement and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI by whomsoever and all losses, damages, costs, charges and expenses that IDBI 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 including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement.

(2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorisations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, 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/Agreement. 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.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract / Agreement 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 Agreement or the insolvency, bankruptcy, reorganisation, dissolution, liquidation
or change in ownership of IDBI or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of 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 IDBI).

(7) This indemnity shall survive the Agreement.

(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 Agreement 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 judgement 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 judgement, a certified copy of which shall be conclusive evidence of the judgement, 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) IDBI 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 IDBI.

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

Signed and Delivered on behalf of  
___________________  

by the hand of ___________________,)  
__________, the authorised official  
of the Obligor  

© IDBI Bank Limited

100 of 128
Form –6: Acceptance Certificate

No. Date:

M/s.

Sub: Certificate of commissioning of DMS

1. This is to certify that the Services / DMS as detailed below has / have been successfully completed (subject to remarks in para No.2) in accordance with the Agreement. The same has been implemented.

   a. Contract No. ______________________________ dated ________

   b. Description of the Services /DMS _______________________________

   c. Date of commissioning and proving test ____________________

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

   Sr. No. Description Amount to be recovered

3. The Contractor has fulfilled his contractual obligations satisfactorily*

   or

   The Contractor has failed to fulfill his contractual obligations with regard to the following:
   (a)
   (b)
   (c)
   (d)
   (i) The amount of recovery on account of non-render of Services / DMS is given under Para No.______.
   (ii) 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 _________
Explanatory notes for filing up the certificates:

a. He has adhered to the time schedule specified in the contract in dispatching the Services pursuant to Specifications.

b. He has commissioned the services in time i.e., within the period specified in the Contract from the date of intimation by IDBI in respect of the Implementation of the Services.

c. Training of personnel has been done by the Vendor/Bidder as specified in the Contract/Agreement.

d. In the event of Manuals having not been supplied or Implementation of DMS for AO having been delayed on account of the Vendor/Bidder, the extent of delay should always be mentioned.
Form – 7: Performance Security

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

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at ________ this _______ day of ________ Two Thousand thirteen

BY:

_________________________ Bank, a body corporate constituted under _______________,

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

IN FAVOUR OF:

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

WHEREAS Bank had called for the bids for engagement of Vendor to Implement Document Management System and for the purposes M/s…………………… have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on ............ (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, 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, the Services / Systems / DMS Solution , more particularly described in the Schedule/Annexure
to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour 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 Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the ........ of the Contract Price amounting to .........................(in words) towards faithful observance and performance by the Vendor of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

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

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

This Guarantee will expire on _______________. Any demand or claim under this Guarantee must be received by the Guarantor by ______________ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom 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 authorised official.
Form – 8: Contract Form

THIS AGREEMENT (the Agreement) made at……………………. the ……day of .......................... 2013.

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 “IDBI / the Purchaser” which expression shall unless it be
repugnant to the subject, context or meaning thereof shall be deemed to mean and include its
successors and assigns) of the ONE PART

AND

……………. (Name of successful Bidder / Contractor) of …………………… (Please specify the
registered office of the (Contractor) (hereinafter called “the 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 assigns) of the OTHER PART;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited bids for certain Services viz………………………………. (Brief
Description of Services) and has accepted a bid by the Contractor for rendering of the Services
for the sum of .............................. (Contract Price in Words and Figures) (Hereinafter called “the
Contract Price”).

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

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

2. The RFP Document / Bid No. IDBI/APP/2013-14/001 dated [12.08.2013] together with all
Annexure, Schedules and Forms amended from time to time and this Agreement, and
the other related documents shall be deemed to form and be read and construed as
part of this Agreement, which, inter alia, includes

- Invitation for Bids
- Instructions to Bidders (ITB)
- the Bid form and the price schedule submitted by the Bidder/Contractor;
- Service level requirements
- the technical & functional specifications ;
- the terms and conditions of RFP / Contract ;
- the purchaser’s notification of award ;
- Schedule of dates, amounts etc.

(all the above are collectively referred to as "the said documents")
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinabove mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide / render the Service(s), to furnish necessary undertakings, guarantees, etc. as mentioned in the RFP document / the said documents and to remedy defects, if any therein, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, strictly in conformity in all respects with the provisions of the said documents.

4. The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, including upgrading / updating the software, hardware, etc. and additional roll outs at other locations, the Contract price or such other sum as may become payable under the provisions of the said documents at the times and in the manner prescribed by the said documents.

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 IDBI / Purchaser
Signature :
Name :
Date :- ..........................

IN THE PRESENCE OF.

1. Signature :-
   Name :- ......................
   Address :- ......................

2. Signature :-
   Name :- ......................
   Address :- ......................
## ANNEXURE - 2: Contents and format of Commercial bid

(A) **Total cost of ownership – (For the purpose of evaluation)**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Offer Price (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Application Software - for 3000 bank users (Please refer to Scope &amp; requirement clauses of the RFP for details)</td>
<td>T1</td>
</tr>
<tr>
<td>2</td>
<td>Cost of workaround / customization /development/debugging/implementation/minor enhancements and one year warranty including one onsite resource.</td>
<td>T2</td>
</tr>
<tr>
<td>3</td>
<td>Implementation at DC &amp; DR</td>
<td>T3</td>
</tr>
<tr>
<td>4</td>
<td>Any other software cost (including license cost, middleware, webserver, any other software etc) not included above</td>
<td>T4</td>
</tr>
<tr>
<td>5</td>
<td>Miscellaneous Costs (Please Specify)</td>
<td>T5</td>
</tr>
<tr>
<td>6</td>
<td>Cost of Annual Technical Support</td>
<td>T6</td>
</tr>
<tr>
<td></td>
<td>ATS for 1st year</td>
<td>A</td>
</tr>
<tr>
<td></td>
<td>ATS for 2nd year</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>ATS for 3rd year</td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>Total (T6)</td>
<td>(A+B+C)</td>
</tr>
</tbody>
</table>

\[
\text{TCO (Total Cost of Ownership for evaluation)} = T(A) = T1 + T2 + T3 + T4 + T5 + T6
\]

Total Cost of Document Management System = Rs. < in words (Total Cost) > only
(B) Post warranty – Rate for onsite resource.(for information)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Offer Price (INR) – Rate per annum.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On site Support after completion of warranty for 1st year</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>On site Support after completion of warranty For 2nd year</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>On site Support after completion of warranty for 3rd year</td>
<td></td>
</tr>
</tbody>
</table>

C) Additional User License cost

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Cost of License</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount in Figures (Rs)</td>
<td>Amount in Words</td>
</tr>
<tr>
<td>1</td>
<td>User License cost (per user)</td>
<td></td>
</tr>
</tbody>
</table>

Bank will procure additional user Licenses at the Cost quoted (in table – C) above during Warranty & AMC period

(To be included in the commercial Proposal)

Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at fees mentioned in the financial bid.

1. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by Bank along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.

3. In case of discrepancy between figures and words, the amount in words shall prevail.

4. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

5. IDBI Bank Ltd reserves the 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 IDBI Bank Ltd’s action.

6. The total cost of DMS quoted in Table A(S.no 6) above, must be valid for the entire Contract period including 1 year of warranty after successful acceptance of DMS by IDBI and 3 years of AMC / ATS after the expiry of warranty period. This is applicable for DMS as well as any third party tools / Software used in the integrated DMS solution

7. Any additional licences that the bank procures for DMS in the next 4 years would be at the same price as indicated in the above mentioned Table (C) –S. No 1.

8. The total cost of DMS should cover (i) Supply, customization, Implementation, Training and Commissioning of DMS in Centralised Processing Unit of IDBI., (ii) The warranty period of one year from the date of acceptance of DMS and (iii) 3(three) years of AMC contract period for System Maintenance, Upgrades including anticipated system roll outs at CPU / Hubs / branches as decided by IDBI during the Contract period.

9. Cost of Third party Software / Tools quoted above should include the cost of all the third party tools /software (if any) that are mandatory requirements for the DMS to operate/run. Detailed break up of various third party tools/ software required in this regards should be provided along-with specifications/ versions and Cost for the same.

10. In case of decentralization of DMS Software to Hubs/ Branches/ RPUs across country, the selected vendor/bidder should install then running DMS Software at that time to any of the above locations as per the requirement of IDBI Bank Ltd. No additional cost / expense will be borne by the bank.

11. The cost of AMC should be inclusive of anticipated roll out of application in other centres as and when DMS made operational in other centres across India.

12. For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on Bidder / Bidder.
Dated this _____ day of ____________________ 2013

Signature

__________________________
(Company Seal)

__________________________
In the capacity of

Duly authorized to sign bids for and on behalf of:
ANNEXURE - 3: Service Level Agreement

1. During the AMC period the following service levels are expected to be maintained by the Vendor/Bidder, failing which the penalties will be charged by IDBI and payments are made after adjusting the penalties for not meeting the service levels.

2. Penalty amount will be mutually agreed between Vendor/Bidder & IDBI and it should not be higher than 10% of the invoice value for the specified invoice period.

3. Breach of Service levels consistently on part of the Vendor/Bidder may lead to invocation of Clause for “Termination for Default”

<table>
<thead>
<tr>
<th>Severity</th>
<th>Peak hours</th>
<th>Off - Peak hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Response time</td>
<td>Resolution Time</td>
</tr>
<tr>
<td>Showstopper</td>
<td>Immediate</td>
<td>Immediate</td>
</tr>
<tr>
<td>High</td>
<td>2 Hr</td>
<td>4 Hr</td>
</tr>
<tr>
<td>Medium</td>
<td>4 Hr</td>
<td>6 Hr</td>
</tr>
<tr>
<td>Low</td>
<td>SBD</td>
<td>NBD</td>
</tr>
</tbody>
</table>

*SBD- Same Business Day & NBD – Next Business Day. Clear Escalation level also defined for review & monitoring.

**Problem/Issue/Defect:** This should be defined as any flaw within the software 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.
To,  
IDBI Bank Limited  
IDBI Building, Plot NO. 39-41 Sector 11,  
CBD Belapur, Navi Mumbai 400 0614.  

Date:  

Ref: RFP for supply of Document Management System  

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Ltd. regarding supply of Document Management System.  

Authorized Signatory  

(                                                    )  

Designation  

Company Stamps
ANNEXURE - 5: Non-Disclosure Agreement

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) 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/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and ……………. (Name of Bidder) of …………………… (Please specify the registered office of the (Bidder) (hereinafter called “the Bidder/Contractor” 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;

WHEREAS, Bank called for the bids for engagement of Bidder to supply XXXXXXX at XXXXXXXXX of the Bank. M/s……………………… (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services for installation and commission of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, has submitted its bid.

WHEREAS, the Bidder 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 Bidder 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 Bidder agrees to all of the following conditions, for Bank, to grant the Bidder specific access to Bank’s property/information and other data.

It is hereby agreed as under:

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

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

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
(i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
(ii) is independently developed by the recipient without breach of this Contract;
(iii) is the public domain;
(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
(v) is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

Authorised Signatory

Name : 

Designation: 

Office Seal: 

Place: 

Date: 

Accepted –
Bank
ANNEXURE - 6: Format of Account Opening Form

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>A/c no</th>
<th>Cust. Id 1</th>
<th>Pool Id</th>
<th>Name of Vertical</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Current Account Opening Form (Non-Individuals)**

<table>
<thead>
<tr>
<th>Documents required for opening an account</th>
<th>Partnership</th>
<th>Pvt / Ltd Co</th>
<th>Society / Club / Trust</th>
<th>Association</th>
<th>HUF</th>
</tr>
</thead>
<tbody>
<tr>
<td>For introduction (any one of the following)</td>
<td>-</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>for partners/authorised signatories/trustees/authorised members</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passport copy</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Voter ID card copy</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>PAN card copy</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Photo credit card copy</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Driving licence (laminated card) copy or introduction by existing account holder &gt; 6 months old or Bankers verification</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Entity proof</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of certificate of incorporation</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Copy of partnership/trust deed</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Copy of shops &amp; establishment certificate</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Resolution of trustees/members meeting</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Copy of bye laws</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Letter of consent signed by all partners</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Certified true copy of board resolution</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Certified true copy of Memorandum of Association</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Certified true copy of Articles of Association</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Certified copy of commencement of business</td>
<td>-</td>
<td>✓</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other documents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proof of PAN/DIN no. / from 60</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Passport photograph(s)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Name &amp; address of partners / directors / trustees / Managing committee / HUF</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Customers Profile</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Risk Level:</td>
<td>Level - 1</td>
<td>Level - 2</td>
<td>Level - 3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

© IDBI Bank Limited
<table>
<thead>
<tr>
<th>COMPANY DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing address</td>
</tr>
<tr>
<td>Bldg./road name</td>
</tr>
<tr>
<td>Area</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Phone(res):</td>
</tr>
<tr>
<td>Fax no.</td>
</tr>
<tr>
<td>Nearest landmark</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registered address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg./road name</td>
</tr>
<tr>
<td>Area</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Phone(res):</td>
</tr>
<tr>
<td>e-mail id</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name (1)</td>
</tr>
<tr>
<td>Contact name (2)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Constitution</th>
<th>PAN/IN no.</th>
<th>Constitution</th>
<th>PAN/IN no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private limited company</td>
<td></td>
<td>Partnership firm</td>
<td></td>
</tr>
<tr>
<td>Hindu Undivided Family</td>
<td></td>
<td>Public limited company</td>
<td></td>
</tr>
<tr>
<td>Trust</td>
<td></td>
<td>Society/Club/Association</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DETAILS OF PARTNERS / DIRECTORS / TRUSTEES / MANAGEMENT COMMITTEE / KARMA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
ACCOUNT OPTIONS
- Basic (10,000)
- Basic (10,000) with P&F cheque book
- Trade Plus (25,000)
- Special (50,000)
- Special sweep-in current account
- Bronze Plus (1 lac)
- Bronze (1 lac)
- Silver (3 lac)
- Gold (5 lac)
- Gold Plus (10 lac)
- Others (please specify)

Fixed Deposits
- Simple Fixed Deposit
- Reinvestment plan
- Recurring fixed deposit
- Others (please specify)

Period (months), Interest Payout, at maturity, quarterly, monthly

MATUREITY/INTEREST PAYMENT INSTRUCTIONS
- On maturity of fixed deposit:
  - Renew principal and interest
  - Renew principal only
  - Issue dividend order

For regular interest payment:
- (if only in case of monthly/quarterly interest payout and on maturity if the interest is not to be redeemed with the principal)

DELIVERABLES

Statement frequency
- Current account: monthly, weekly
- Receive statement: by mail, collect personally, by email
- Preferred time of day to deliver courier: yes, no
- Chequebook: yes

CHANNEL REGISTRATION FORM / I-NET BANKING REGISTRATION FOR HUF ONLY*
- Debit Card
- Internet Banking
- Mobile Banking
- Phone Banking
- SMS
- Email
- Statement by Email

INITIAL PAYMENT DETAILS
- For Current Account
  - Cash
  - Cheque
  - Demand Draft
  - Bank & branch

- For Fixed Deposit Account
  - Cash
  - Cheque
  - Demand Draft
  - Bank & branch

OTHER BANK DETAILS
- I/we declare that
- [ ] We do not enjoy credit facilities with other banks
- [ ] We enjoy credit facilities with other banks
- (please attach details of each facility separately, if required)

Name of bank & branch
Account no.
Details of facilities
Facility amount

INTRODUCTION DETAILS
- Introduction by existing IDBI Bank account holder
- Name
- Account no.

I confirm that I am an account holder with IDBI Bank Limited for over six months. I confirm that I personally know the applicant's detailed herein for more than six months and confirm his/her identity and address.

Signature
Signature verified (for bank use)
### Customer Profile Format (Non Individuals)

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td>12</td>
</tr>
<tr>
<td><strong>I certify and declare that the information furnished herein are correct to the best of my knowledge.</strong></td>
</tr>
<tr>
<td><strong>CUSTOMERS SIGNATURE</strong></td>
</tr>
<tr>
<td>For Bank's use</td>
</tr>
<tr>
<td><strong>14 Risk Level (Customer Profile)</strong></td>
</tr>
</tbody>
</table>

*(Please refer to Annexure - II of Master Circular)*

*I hereby certify that all the necessary KYC documents have been obtained / verified by me. I confirm that the documents are adequate to comply with KYC requirements of the Bank. I hereby confirm that I have verified all details of personal account & OOF addresses & Bank’s guidelines & confirm the applicant is not included in any sanctions list. If so, based on the above, account may be opened.*

**SIGNATURE OF BRANCH HEAD/SOM**
SIGNATORY DETAILS

Please attach a separate mandate sheet, for more than 4 signatories

Authorised signatory (1)  Authorised signatory (2)
Name ___________________________ Name ___________________________
Limits __________________________ Limits __________________________
Singly ₹ _______________ Unlimited  Singly ₹ _______________ /unlimited
Jointly ₹ _______________ Unlimited  Jointly ₹ _______________ /unlimited

With Mr./Ms. __________________________ With Mr./Ms. __________________________

Authorised signatory (3)  Authorised signatory (4)
Name ___________________________ Name ___________________________
Limits __________________________ Limits __________________________
Singly ₹ _______________ Unlimited  Singly ₹ _______________ /unlimited
Jointly ₹ _______________ Unlimited  Jointly ₹ _______________ /unlimited

With Mr./Ms. __________________________ With Mr./Ms. __________________________

Authority restrictions, if any:

________________________________________________________________________

The authorised signatories will sign cheques, bill of exchange, promissory notes, negotiable instruments, letter of credit and amendments thereto, requisition/counter indemnities for guarantees and extensions thereto, foreign exchange contracts and requests for purchase of cheques/bills etc., singly/jointly as indicated above.

We hereby certify that the above authorities have been given in terms of our board resolution dated ______________, a copy of which is attached.

Name of chairman/director/authorised signatory __________________________

signature

COMPANY SEAL AND STAMP

PHOTOGRAPHS & SIGNATURE

1st applicant  2nd applicant  3rd applicant  4th applicant

Signature  Signature  Signature  Signature

(applicants should also sign across photographs)
DECLARATION

If we have read and understood the IDBI Bank’s account terms and conditions, a copy of which, we are in possession of. We accept and agree to be bound by the said terms and conditions including those excluding/limiting our liability. We agree that the bank may set off my/our account for service charges as applicable from time to time.

Please fill in for a HUF

As our HUF firm relates to open an account with your bank in the said name we beg to say that I/We signatory(s) to this letter, I.e. signatory(s) of the joint family and other signatory(s) are the adult co-parceners of the said family.

We further confirm that the business of the said family is carried on mainly by the said harta and the other signatories render to the interest and for the benefit of the entire body of co-parceners of the joint family. We are and remain liable that the debts due to the harta from the said family shall be responsible personally from all or any one of us and abhor the entire family properties of which the said harta is the signatory(s) to the harta, including the share of co-parceners. In view of the fact that you are not a firm governed by the Indian Partnership Act of 1932, we have not got out each individual registered under the same Act. We hereby undertake to inform the bank of the death or birth of a co-parcener or any change occurring at any time in the membership of our firm during the currency of the account.

Name & signature of harta:

Name & signature of adult co-parceners:

Name & dates of birth of minor co-parceners:

Please fill in for a partnership firm

Opening of a new account in the name of

We refer to the caunt account opened by you, and declare as under:

We, the undersigned, are the only partners in the firm and are jointly responsible for liabilities thereof. We shall advise you, in writing, of any change that takes place in the partnership and all the partners will be liable to you as any obligation which may standing in the firm’s name in your books on the date of the receipt of such notice and until such obligations have been liquidated.

Name of partners:

Your faithfully,

Signature(s) without stamp:

IDBI BANK INTERNATIONAL DEBIT CUM ATM CARD

(for international debit cum atm card for partnership and HUF also attach the indorsement letter)

Primary Card

1st Applicant

(name to be embossed on the card)

2nd Applicant

(name to be embossed on the card)

3rd Applicant

(name to be embossed on the card)

Please Note:

• The facility is not available if the operating instructions are jointly by all.

• Whenever you make a purchase at a Merchant Establishment or make a Cash Withdrawal at another bank’s ATM the Primary Account (as specified by you) will be accessed.

Branch Managers Comments:

Date:

Signature of Branch Manager:

DECLARATION

We authorise IDBI Bank to issue an IDBI Bank Debit Card. We acknowledge that the issue and usage of the card is governed by the terms and conditions as in from time to time and agree to be bound by the same. We accept the terms and conditions as in from time to time, from time to time, and unconditionally and irrevocably authorise IDBI Bank to debit my/our account with an amount equivalent to the annual fees and charges for use of the Debit Card ATM. We hereby confirm that this account will be operated singly and in case of Joint Account the operating instructions will be joint by all.

We undertake to strictly comply with the Exchange Control Regulations as laid down by Reserve Bank of India from time to time. We confirm that the foreign exchange which will be used will be within the limits of the Business Travel Quota as specified by Foreign Exchange Management Act, 1998. We will adhere to guidelines, which are issued by the Reserve Bank of India from time to time. We acknowledge and tender the Terms and Conditions (a copy of which) I am in possession of governing the opening of an account with IDBI Bank Limited and those relating to various services including but not limited to Debit Card/ATM Card/Phone Banking/Mobile Banking/Internet Banking/Account and agree to be bound by the said Terms and Conditions including those excluding/limiting the bank’s liability. We understand that the Bank, as its absolute discretion, discontinue any of the services completely or partly without any notice to us. I agree that the bank may debit my/our account for service charges as applicable from time to time. We confirm that I/We am a/are Resident of India. I/We hereby declare that the information furnished above is true and correct to the best of my/our knowledge.

(Authorised Signatory): (Signature of the partner)

FOR BANK USE

cust id

cust id

cust id

scheme code

source code

authorised signatory for bank

date

© IDBI Bank Limited

122 of 128
FORM NO.: 60
(see third proviso of rule 114 B)
Form of declaration to be filled by a person who does not have either a PAN or GIR number and who makes payment in cash in respect of transactions specified in clauses (a) to (h) of rule 114B.

1. Full name and address of the declarant:

2. Particulars of transaction:

3. Amount of transaction:

4. Are you assessed to tax? Yes / No

5. If yes,
   (i) Details of Ward / circle / range where the last return of income was filed?

   (ii) Reasons for not having PAN / GIR ?

6. Details of the document being produced in support of address in col.1

Verification
I, __________________________ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the ____________ day of ____________________

Date : ____________________ Place : ____________________ Signature of the declarant

Instructions:
Documents which can be produced in support of the address are -:
- Ration card, Passport, Driving Licence, Identity card issued by any institution, Copy of the Electricity Bill / Telephone bill showing residential address. Any document or communication issued by any authority of Central / State Government / Local bodies showing residential address. Any other documentary evidence in support of his address in the declaration.

FORM NO.: 60
(see third proviso of rule 114 B)
Form of declaration to be filled by a person who does not have either a PAN or GIR number and who makes payment in cash in respect of transactions specified in clauses (a) to (h) of rule 114B.

1. Full name and address of the declarant:

2. Particulars of transaction:

3. Amount of transaction:

4. Are you assessed to tax? Yes / No

5. If yes,
   (i) Details of Ward / circle / range where the last return of income was filed?

   (ii) Reasons for not having PAN / GIR ?

6. Details of the document being produced in support of address in col.1

Verification
I, __________________________ do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verified today, the ____________ day of ____________________

Date : ____________________ Place : ____________________ Signature of the declarant

Instructions:
Documents which can be produced in support of the address are -:
- Ration card, Passport, Driving Licence, Identity card issued by any institution, Copy of the Electricity Bill / Telephone bill showing residential address. Any document or communication issued by any authority of Central / State Government / Local bodies showing residential address. Any other documentary evidence in support of his address in the declaration.
Account Opening Form for Resident Individuals/Sole Proprietorship Firms

**PERSONAL DETAILS**

<table>
<thead>
<tr>
<th>Title</th>
<th>First Name</th>
<th>Middle Name</th>
<th>Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Guardian's Name:** (In case applicant is minor)

**Relationship with minor:**
- Father
- Mother
- By court order (if you please affix a copy)
- Others (please specify)

**Date of birth:** (dd/mm/yyyy)

**Sex:** M/F

**Mother’s maiden name:**

**Marital status:**

**Relationship with first applicant:**

**PAN/GIR:**

**Firm name (for sole proprietorship):**

<table>
<thead>
<tr>
<th>Mobile no.</th>
<th>Office phone no.</th>
<th>Email id</th>
<th>Existing Customer ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd applicant</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3rd applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Correspondence Address**

<table>
<thead>
<tr>
<th>Bldg./Road Name</th>
<th>Area</th>
<th>City</th>
<th>Pin code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Landmark (permanent)</th>
<th>State</th>
<th>Pin code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Country**

<table>
<thead>
<tr>
<th>Phone(Res)</th>
<th>Fax no.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Permanent Address**

<table>
<thead>
<tr>
<th>Bldg./Road Name</th>
<th>Area</th>
<th>City</th>
<th>Pin code</th>
</tr>
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**Country**

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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**INTRODUCTION DETAILS**

- Introduction by existing IDBI Bank account holder and Document confirming mailing address in name of applicant

**Name**

<table>
<thead>
<tr>
<th>Cust ID</th>
<th>Account No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I confirm that I am an account holder with IDBI Bank for over six months. I confirm that I personally know the applicant's detailed history for __________ years and confirm his/her identity and address.

**Signature of Introducer**

**Signature verified (for bank use)**

**Self introduction**

**Signature & EIN No.**

**ACCOUNT OPTIONS**

- SuperSavings
- Super Shakti
- Jubilee Plus
- Power Kids
- Powerplus Savings
- Salary
- Others (please specify)

**INITIAL PAYMENT DETAILS**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Cash</th>
<th>Transfer from ac no.</th>
<th>Cheque no.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(All Cheques for initial payment amount, will be drawn in favour of “IDBI Bank Ltd. - Customer Name”) *Will be accepted only with a self-signed cheque.

Amount to be deposited in Savings/Curr Account

**DELIVERABLES**

- Statement: [ ] by mail [ ] collected personally
- Passbook: [ ] Chequebook: [ ]

Preferred time of day for delivery:
- 7 am to 8 am
- 10 am to 6 pm
- 7 pm to 9 pm
- Any Time
### IDBI Bank Limited

**RFP For Document Management System**

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#### Channel Services

- Internet Banking
- Mobile Banking
- Phone Banking
- Statement by e-mail
- Debit cum ATM Card

**Please Note:**
- Internet Banking access will be provided only to the primary account holder and will not be provided if mode of operation is "particle".
- Default Internet Banking transaction limits will apply. For higher transaction limits a limit enhancement request to be submitted at the Branch.
- Whenever you make a purchase at a Merchant's Establishment or make a Cash Withdrawal at another bank's ATM the Primary Account (as specified by you) will be accessed.

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#### Declaration for Channel Services and International Debit cum ATM Card

We hereby declare that the service shall be availed in accordance with the terms and conditions as in force from time to time and agree to be bound by the same. We accept that the terms and conditions are liable to be amended by IDBI Bank from time to time. We further unconditionally and irrevocably authorize IDBI Bank to debit your account with an amount equivalent to the annual fee and charges for use of the Debit cum ATM Card whenever applicable (as per the schedule of charges/fees). We hereby confirm that in case of Joint/Primary Accounts, the operating instruction will not be jointly held.

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#### Insurance

- Insurance form attached: **YES**
- **NO**
- **NA**

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**Maturity/Interest Payment Calculations**

**On maturity of Fixed Deposit**

- **A)** renew principal and Interest
- **B)** renew principal only
- **C)** issue dd/pay order

**For regular interest payment (if only in case of monthly/yearly interest payout and on maturity if the interest is not to be renewed with the principal)**

- **Credit to** account no.
- **Issue dd/paid order**

**For NEFT/RTGS Transfers**

- **Beneficiary Account Type**
- **Bank Account Name**
- **Bank IFSC Code**

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Form DA 1: Nomination Form

Nomination Registration No.

Nominated under Sec 45ZA of the Banking Regulations Act, 1949 and Rule 2(1) of the Banking Companies (Nomination) Rules 1986 in respect of Bank Deposits. (From DA 1).

I/we nominate the following person whom, in the event of my/our minor’s death, the amount of the deposit in the amount may be returned by IDBI Bank.

Name & Address of the Nominee

Relationalhip with the Depositor if any

Age

If Nominee is a minor, Name & Date of Birth

*As the nominee is a minor on this date, I/we appoint (Name, Address, Age & Relationship with depositor, if any) to receive the amount of the deposit/insurance claim amount in the account on behalf of the nominee in the event of my/our minor’s death during the minority of the nominee.

Signature of Depositor

Personal Details & Signature of the Witness:

(1) Name: ____________________________

Address: ____________________________

Signature: ____________________________

(2) Name: ____________________________

Address: ____________________________

Signature: ____________________________

I do not wish to nominate

Signature: ____________________________
Details of children:

1. Name ___________________ Male/Female DOB: / /  ____________ Resident/ Non-resident/ Married/ Single
2. Name ___________________ Male/Female DOB: / /  ____________ Resident/ Non-resident/ Married/ Single
3. Name ___________________ Male/Female DOB: / /  ____________ Resident/ Non-resident/ Married/ Single

My Work Life
Office address: ___________________________ City: _____________ Pin: _____________

Type of organisation: [ ] Public Ltd. [ ] Private Ltd. [ ] Public Sector [ ] Proprietary [ ] Partnership

My Lifestyle
I like: [ ] Travelling [ ] Vacationing [ ] Reading [ ] Partying [ ] Sports/Games [ ] Eating out [ ] Yoga/Meditation [ ] Shopping [ ] Performing Arts
[ ] Photography [ ] Collection [ ] Fine Arts [ ] Others_________________________

The vehicles I drive:

My favourite cuisine: [ ] Home cooked food [ ] Indian [ ] Chinese [ ] Thai [ ] French [ ] Italian [ ] Mexican
My preferred vacation site: [ ] Hill [ ] Coastal [ ] Wild life trip [ ] Cruise [ ] Religious trip [ ] Health Resorts [ ] Family home
My preferred music: [ ] Vocal [ ] Indian [ ] Pop [ ] Ramp [ ] Ghazals [ ] Western [ ] Traditional [ ] Religious [ ] Instrumental [ ] Others_______

Books/Newspapers I read: ____________________________ Language in which I prefer to read:

Preferred topics: [ ] Fiction [ ] History [ ] Personalities [ ] Inspirational [ ] Literature [ ] Others_________________________

No. of times I travel in a year: Within India _____________ Abroad _____________
My favourite airline: Within India ___________________ Abroad ___________________ I normally travel for: [ ] Business [ ] Leisure [ ] Both

Education & Accomplishments
Academic Qualification: [ ] Graduate [ ] Post Graduate [ ] Professional [ ] Other_________________________
University/College last attended ___________________________ Batch: ___________________________

For Bank Use
RM Name: ___________________________ RM IBIN No.: ___________________________