REQUEST FOR PROPOSAL

(RFP)

END-TO-END IMPLEMENTATION OF INTEGRATED TREASURY MANAGEMENT SYSTEM WITH MARKET RISK (ITMS)

For IDBI Bank

RFP No. : IDBI/PCell/RFP/2017-18/004
Date : 17-May-2017

Registered Office: IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005
# Table of Contents

DISCLAIMER ........................................................................................................... 6  
DEFINITION ............................................................................................................. 8  
1 RFP INTRODUCTION .......................................................................................... 10  
2 SCHEDULE OF EVENTS .................................................................................... 11  
3 ABOUT IDBI BANK ............................................................................................. 13  
4 CURRENT STATUS OF TREASURY MANAGEMENT AT IDBI BANK ............ 13  
5 IMPORTANT POINTS FOR BIDDERS TO NOTE BEFORE SUBMISSION ........ 18  
  5.1 Understanding the Requirements and Submission of Bids ..................... 18  
  5.2 Earnest Money Deposit ......................................................................... 18  
  5.3 Opening of Bids ....................................................................................... 19  
  5.4 Evaluation of Bidders ............................................................................. 19  
  5.5 Successful Bidder finalization and Contracting ................................. 19  
  5.6 Performance Guarantee ....................................................................... 20  
6 EXECUTIVE SUMMARY OF BIDDERS’ RESPONSE .............................. 21  
7 PROJECT SCOPE and OBJECTIVES .................................................................. 23  
  7.1 SCOPE SUMMARY .................................................................................. 24  
8 DETAILED SCOPE OF WORK and BIDDER RESPONSIBILITY .................. 32  
  8.1 Deployment of ITMS .............................................................................. 38  
9 PROJECT TIMELINE ............................................................................................ 42  
10 OWNERSHIP ...................................................................................................... 43  
11 PROJECT IMPLEMENTATION AND METHODOLOGY .............................. 47  
  11.1 Development Methodology .................................................................... 47  
  11.2 Project implementation ......................................................................... 47  
  11.3 Project Review ...................................................................................... 64  
  11.4 Escalation Matrix ................................................................................... 64  
12 RESPONSE TO RFP ............................................................................................ 65  
  12.1 Bidders Response ................................................................................... 65  
  12.2 Submission of Bids ............................................................................... 70  
  12.3 Opening of Bids .................................................................................... 75  
13 EVALUATION METHODOLOGY ................................................................. 77  
  13.1 Scoring Methodology .......................................................................... 78  
  13.2 Phase 1: General Eligibility Criteria ................................................... 79
13.3 Phase 2: Technical Capability Evaluation ............................................................... 81
14 PAYMENT TERMS ........................................................................................................ 86
14.1 Procedure for claiming payments ........................................................................... 86
15 LIQUIDATION DAMAGES ............................................................................................ 92
16 TERMS AND CONDITIONS ......................................................................................... 94
16.1 Indemnity .................................................................................................................. 96
16.2 Termination of Contract .......................................................................................... 98
16.3 Consequence of Termination .................................................................................. 100
16.4 Compliance with Laws ............................................................................................ 104
16.5 Assignment .............................................................................................................. 105
16.6 Insurance ................................................................................................................ 106
16.7 Inspection of Records ............................................................................................. 107
16.8 Escrow Mechanism ............................................................................................... 108
16.9 Publicity ................................................................................................................... 108
16.10 Solicitation of Employees ..................................................................................... 109
16.11 Monitoring and Audit ........................................................................................... 109
16.12 Guarantees ............................................................................................................. 110
16.13 Warranty ............................................................................................................... 110
16.14 Force Majeure ....................................................................................................... 110
16.15 Resolution of Disputes ......................................................................................... 111
16.16 Annual Technical Support .................................................................................... 112
16.17 End of Sale ............................................................................................................. 113
16.18 Governing Law and Jurisdiction .......................................................................... 113
16.19 Corrupt and Fraudulent practice ......................................................................... 113
16.20 Information Security ............................................................................................. 114
16.21 Conflict of Interest ............................................................................................... 115
16.22 Other terms .......................................................................................................... 115
16.23 Waiver .................................................................................................................... 115
16.24 Violation of Terms ............................................................................................... 116
16.25 Addition / Deletion of qualified offerings ............................................................ 116
16.26 Third Party Components ...................................................................................... 117
16.27 Information ownership ......................................................................................... 117
16.28 Privacy and security safeguards .......................................................................... 117
16.29 Confidentiality ...................................................................................................... 118
16.30 Technological advancements ........................................................................................................121
16.31 Intellectual property rights ........................................................................................................121
17 TERMS OF REFERENCE FOR THE CONTRACT ...........................................................................123
18 OTHER INSTRUCTIONS TO BIDDERS: .......................................................................................124
19 OTHER RFP REQUIREMENTS .......................................................................................................126
20 LICENSE AND INTELLECTUAL PROPERTY OWNERSHIP .......................................................132
20.1 Delivery: ......................................................................................................................................132
20.2 Rights ..........................................................................................................................................134
### LIST OF ANNEXURES

<table>
<thead>
<tr>
<th>Annexure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure00</td>
<td>Document checklist</td>
</tr>
<tr>
<td>Annexure01</td>
<td>Cover Letter - Technical Offer</td>
</tr>
<tr>
<td>Annexure02</td>
<td>Authorization letter format for Technical Opening</td>
</tr>
<tr>
<td>Annexure03</td>
<td>Letter from OEM</td>
</tr>
<tr>
<td>Annexure04</td>
<td>Conformity letter</td>
</tr>
<tr>
<td>Annexure05</td>
<td>Bid Undertaking Letter</td>
</tr>
<tr>
<td>Annexure06</td>
<td>Information Security Declaration</td>
</tr>
<tr>
<td>Annexure07</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>Annexure08</td>
<td>Pre-Bid Query Format</td>
</tr>
<tr>
<td>Annexure09</td>
<td>General Eligibility Compliance Criteria</td>
</tr>
<tr>
<td>Annexure10</td>
<td>Hardware Sizing Adequacy</td>
</tr>
<tr>
<td>Annexure11</td>
<td>Functional Requirements</td>
</tr>
<tr>
<td>Annexure12</td>
<td>Technical Requirements</td>
</tr>
<tr>
<td>Annexure13</td>
<td>Interface Requirements</td>
</tr>
<tr>
<td>Annexure14</td>
<td>Commercial Bill of Material</td>
</tr>
<tr>
<td>Annexure15</td>
<td>Bandwidth Requirements</td>
</tr>
<tr>
<td>Annexure16</td>
<td>Minimum Security Requirements</td>
</tr>
<tr>
<td>Annexure17</td>
<td>Vendor Experience</td>
</tr>
<tr>
<td>Annexure18</td>
<td>Experience Format for Team Members</td>
</tr>
<tr>
<td>Annexure19</td>
<td>Commercial Bid Undertaking</td>
</tr>
<tr>
<td>Annexure20</td>
<td>Post go-live support Details</td>
</tr>
</tbody>
</table>

### LIST OF APPENDICES

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix 01</td>
<td>Non-Disclosure Agreement</td>
</tr>
<tr>
<td>Appendix 02</td>
<td>Contract Agreement</td>
</tr>
<tr>
<td>Appendix 03</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>Appendix 04</td>
<td>Deed of Indemnity</td>
</tr>
<tr>
<td>Appendix 05</td>
<td>Power of Attorney</td>
</tr>
</tbody>
</table>
DISCLAIMER

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

This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants, who are qualified to submit the bids ("Bidders"), with information to assist them in formulation of their proposals ("Bids"). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding and all the parties directly or indirectly connected with the bidding process.
It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website for any changes / development in relation to this RFP.
DEFINITION

- ‘IDBI Bank’ or ‘IDBI’ or ‘the Bank’ means IDBI Bank Limited. Final legal contract will be signed between IDBI Bank and the selected Bidder.

- ‘ITMS’ refers to the Integrated Treasury Management System along with Market Risk. The Integrated Treasury Management System should support all the treasury operations including front office, mid office, back office and market risk functionalities. The proposed ITMS should be integrated in the true sense. The architecture, technology, etc. should be uniform across the entire solution.

- ‘Bidder’ or ‘Vendor’ refers to the respondent submitting response to RFP for INTEGRATED TREASURY MANAGEMENT SYSTEM WITH MARKET RISK (ITMS). The bidder will be the entity responsible for the complete delivery of Services as scoped in this RFP.

- ‘Contract Period’ refers to the period of 5 years for which the bank will enter into contract with the successful bidder for Supply, Installation, Implementation, Customization, Integration, Migration, Testing, Training, tuning/optimization of application / Database and post go-live support and Maintenance of all necessary Software, Hardware and other utilities etc. at primary site and also at Disaster Recovery Site.

- ‘RFP’ or ‘Tender’ means the Request for Proposal document, inclusive of any clarifications/corrigenda/addenda that may be issued by the Bank.

- ‘Hardware’ means the hardware components (server, compute, storage, etc.) required for optimal functioning of the ITMS application during the contract period.

- ‘DC’ means Data Centre.

- ‘DR’ / ‘DRC’ means Disaster Recovery Site/Center.

- ‘Bid’ may be interchangeable used as ‘Offer’
• ‘IRMS’ means Integrated Risk Management System

• ‘EDW’ means Enterprise Data Warehouse

• ‘ERP’ means Enterprise Resource Planning

• ‘MIS’ means Management Information System

• ‘ADF’ means Automated Data Flow
1 RFP INTRODUCTION

The purpose of this “Request for Proposal” (RFP) is to invite proposals from eligible parties having experience in end-to-end implementation of Integrated Treasury Management System (ITMS) as per the scope of work mentioned in the RFP (for a contract period of 5 years).

A vendor submitting the proposal in response to RFP for INTEGRATED TREASURY MANAGEMENT SYSTEM WITH MARKET RISK (ITMS) shall hereafter be referred to as “Bidder” or “Vendor”.

The Bidder whose proposal will be accepted by the Bank as per the terms and conditions of this document to undertake ITMS shall hereafter be referred to as “System Integrator” or ”Successful Bidder”.

Confidentiality of the Document:

This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
2 SCHEDULE OF EVENTS

The key events with respect to this RFP process are mentioned in the below table:

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th>IDBI Bank Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Reference No</td>
<td>IDBI/PCell/RFP/2017-18/04</td>
</tr>
<tr>
<td>Date of issue</td>
<td>17-May-2017</td>
</tr>
<tr>
<td>Submission of pre-bid queries</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Time</td>
</tr>
<tr>
<td>Schedule of pre-bid meeting</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Time</td>
</tr>
<tr>
<td>Schedule for last date of submission of Bids</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Time</td>
</tr>
<tr>
<td>Cost of the Bid Document</td>
<td>Rs. 10,000/- (Rupees Ten Thousand Only) in the form of demand draft / bankers cheque / pay order from a scheduled bank in favor of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>A Bid Security of Rs. 75,00,000/- (Rupees Seventy five Lakh Only) by way of demand draft / pay order in favor of ‘IDBI Bank Limited’ payable at Mumbai only, to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Schedule for Opening of Technical Bids</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Time</td>
</tr>
<tr>
<td>Place of Pre-bid meeting / Opening of Bids /</td>
<td>Pre-bid queries to be sent as per format given in Annexure08 to the given email id: <a href="mailto:procurementcell@idbiintech.com">procurementcell@idbiintech.com</a> and <a href="mailto:itmsrfp@idbi.co.in">itmsrfp@idbi.co.in</a></td>
</tr>
<tr>
<td>Place of pre-bid meeting:</td>
<td>IDBI Bank Limited, ITD 3rd Floor, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400005</td>
</tr>
<tr>
<td></td>
<td>Contact 022-66194053</td>
</tr>
</tbody>
</table>
Pre bid queries / queries related to RFP

<table>
<thead>
<tr>
<th>For Technical queries</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Mr. Prashant Das</td>
<td>Shailendra B Govalkar</td>
</tr>
<tr>
<td>Contact: 022-61592349/9920482768</td>
<td>Contact: 022-61986936/61986934</td>
</tr>
<tr>
<td>• Mr. Muthushekarapandian V.</td>
<td>Satnam Singh Gabadia</td>
</tr>
<tr>
<td>Contact: 022-61592304</td>
<td>022-61986906</td>
</tr>
<tr>
<td>• Mr. Prem Kumar</td>
<td><a href="mailto:Procurementcell@idbiintech.com">Procurementcell@idbiintech.com</a></td>
</tr>
<tr>
<td>Contact: 022-66194053/9926683949</td>
<td><a href="mailto:itmsrfp@idbi.co.in">itmsrfp@idbi.co.in</a></td>
</tr>
</tbody>
</table>

Note: Pre-bid query to be submitted via e-mail in excel format only as per the Annexeure08 to itmsrfp@idbi.co.in and procurementcell@idbiintech.com

Note:
1. This tender document is the property of the Bank & is not transferable.
2. This bid document has 134 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
3 ABOUT IDBI BANK

IDBI Bank Limited (Bank) is a company incorporated and registered under the 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. RBI has categorized IDBI under a new sub group "Other Public Sector Bank". IDBI Bank is engaged in providing finance to industries and conducting banking business with its Registered Office at "IDBI TOWER", WTC Complex, Cuffe Parade, Mumbai and Zonal Offices in different regions of the country has a pan-India presence and has also ventured outside India by opening its first branch in Dubai.

Project Overview

The purpose of this “Request for Proposal” (RFP) is to invite proposals from eligible parties having experience in end-to-end implementation of ITMS as per the scope of work mentioned in the RFP.

The Document may be obtained from the Bank at the communication address given below or can be downloaded from Bank’s Website and the response should be submitted to the office as mentioned in the schedule of events.

4 CURRENT STATUS OF TREASURY MANAGEMENT AT IDBI BANK

The treasury department is an integral function of the Bank. It is responsible for managing the consolidated fund of the Bank and ensures that the Bank generates consistent returns. It is involved in daily trading activities and investments. The function of the treasury division includes asset and liability management, liquidity and fund management, trading and investment, capital adequacy and reserve management, transfer pricing, etc.

Bank has implemented Finacle Treasury from M/s. Infosys for the domestic and international operations, supporting products viz. Money Market, FX Interbank, FX Merchant, SLR, Non SLR & DCM, CSGL,PD products and implemented Kondor from M/s. Misys supporting the derivative products and implemented En-Settle from M/s. NSE-IT for supporting currency future products. Bank has deployed various in-house products for supporting Equity, Mutual Funds, Preference shares, Security Receipts, Venture Capital
Funds and Pass through Certificates. Apart from this Bank has implemented In-house e-Treasury application (Consists of e-Blotter and Retail-FX) which supports Retail and Card Rate operation for Merchants. In-House Application like e-Call Money and Online Treasury Funds sheet blotter for supporting Call Money booking from Branches and Online monitoring of Treasury Funds respectively. The Nostro Reconciliation has been supported through Finacle Treasury.

The Market Risk operation is partially automated and Risk reports are generated manually. The capital charge calculation system is implemented from M/s. Chella Software meeting the requirement of Capital charge calculation.

The current activities carried out by the treasury division consist of the following:

<table>
<thead>
<tr>
<th>Front Office</th>
<th>Mid Office</th>
<th>Back Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Deals Pricing</td>
<td>• Identification, measurement and monitoring of market risk</td>
<td>• Confirmation</td>
</tr>
<tr>
<td>• Trade Capture (Electronic &amp; Manual)</td>
<td>• Dealer limit setting and monitoring</td>
<td>• Settlement</td>
</tr>
<tr>
<td>• Pre and Post Trade Analytics</td>
<td>• Risk Based Data Reporting to RBI</td>
<td>• Reconciliation of Nostro</td>
</tr>
<tr>
<td>• Position Management</td>
<td>•</td>
<td>• Accounting</td>
</tr>
<tr>
<td>• Maintaining CRR</td>
<td>•</td>
<td>• Regulatory Reporting</td>
</tr>
<tr>
<td></td>
<td>•</td>
<td>• Special Reporting to Bank’s Board</td>
</tr>
</tbody>
</table>

The treasury department has the following desks/teams:

• Money Market Desk
• FX Interbank desk
• FX Derivatives desk
• FX Merchant & Sales desk
• Equity & Mutual Funds desk
• SLR Desk
• CSGL Desk
• PD desk
• Non SLR & DCM desk
• Investment Cell
• Market Risk Management

The list of treasury activities and products are as follows:

1. **Forex (Inter-Bank):** Spot USD/INR, spot crosses, Swaps, borrowing/placement of deposits, Exchange Traded Currency Futures (SEBI approved exchanges) in USD/INR, EUR/INR, GBP/INR, JPY/INR currency pairs, PCFC, RFC, FCNR (B), deposit pricing, Fund management/ Nostro Management, GAP Management etc.

2. **Forex (Merchant):** Outright cash/tom/spot/forward (USD/INR and crosses), part/full cancellation of forward contracts, early/part utilization of forward contracts, cancellation of overdue forward contracts.

3. **Money Market:** Call/notice/term money, CBLO borrowing/lending, LAF Repo/ LAF Reverse Repo & MSF, Market Repo/Reverse Repo (Govt. & Corporate debt securities), BRDS, Bulk Deposits, maintaining CRR, SLR, SLGR, etc.

4. **SLR Investments:** Investment and trading of Govt. Securities/Treasury Bills, Maintaining SLR etc.

5. **Non-SLR Investments:** Investment and Trading in Certificates of Deposit, Mutual Funds, Commercial Papers, PSU Bonds, PTCs, IBPC, etc.

6. **Corporate Bonds:** Investment and Trading in Corporate Bonds, CDs, etc.

7. **Derivatives:** Interest rate Swaps, Principal Only Swap, Currency Swaps, Options (FC/INR), Options (Non INR), Forward Rate Agreements, Long Term foreign exchange (LTFX) contracts, Structured deals, Basis Swaps, Interest Rates Futures
(IRF), Credit Default Swaps (CDS), Exchange traded Currency Futures, Currency Options, etc.

8. **Debt Sales:** Retailing of central and state government Securities/treasury bills and corporate bonds, participation in auctions (competitive and non-competitive bidding) on behalf of non-constituents, Operation of G-sec Samriddhi portal and Sale of G-sec on ATM.


10. **Equity:** Long Term Investment and trading in Secondary Market, Investment and trading in MFs and ETFs, etc.

The above is not exhaustive, further products will be added as and when approved by the Regulators (RBI/SEBI) with due internal approval from SPPSSC/ALCO/Board

**APPLICATION, TECHNOLOGY AND INTERFACES**

The current indicative list of interfaces between various systems are listed below:

- All FX Dealing platforms
- All CCIL Dealing platforms
- Swift System
- E-Blotter
- Retail-FX
- Core Banking System (Finacle)
- MIS and ADF
- CCIL Settlement
- CLS Settlement
- ALM from OFSAA
- IRMA from CRISIL
- Thomson Reuters
- XSTP (NSE)
HARDWARE AND TECHNOLOGY

The Bank has different varieties of hardware stack, also has different database servers. The Bank also maintains some part of data in excel and text formats.

The Proposed ITMS Application is expected to support all the standard and futuristic treasury products, processes and functionalities.

CURRENT TRANSACTION VOLUMES AND FUTURE PROJECTIONS

The Bank is planning to grow its treasury business aggressively and would like to venture into new areas, line of businesses. The proposed ITMS solution should be scalable to support the increasing volumes as well as new lines of business.

The Bank expects minimum growth of treasury transactions at the rate of 10% year on year.

The indicative treasury transaction volumes are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>No. of Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>364000</td>
</tr>
<tr>
<td>2015-16</td>
<td>336000</td>
</tr>
<tr>
<td>2016-17</td>
<td>350000</td>
</tr>
<tr>
<td>2017-18 (Projected)</td>
<td>399000</td>
</tr>
<tr>
<td>2018-19 (Projected)</td>
<td>435000</td>
</tr>
<tr>
<td>2019-20 (Projected)</td>
<td>473000</td>
</tr>
<tr>
<td>2020-21 (Projected)</td>
<td>514000</td>
</tr>
<tr>
<td>2021-22 (Projected)</td>
<td>589000</td>
</tr>
<tr>
<td>2022-23 (Projected)</td>
<td>635000</td>
</tr>
</tbody>
</table>
5 IMPORTANT POINTS FOR BIDDERS TO NOTE BEFORE SUBMISSION

The overall process will be a single-stage bidding process. The request for proposal (RFP) is issued for selection of bidder for the end-to-end ITMS Implementation. The bidders are expected to submit documents as requested in the RFP. Based on the response sent across, the successful bidder will be selected.

While submitting the bid, the Bidder may note:

i. Either the Indian agent on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same product in the same RFP.

ii. If an agent submits bid on behalf of the OEM, the same agent should not submit a bid on behalf of another OEM for the same item/product.

5.1 UNDERSTANDING THE REQUIREMENTS AND SUBMISSION OF BIDS

1. Bidders before submission of response must carefully go through the entire RFP document along with the annexure and understand the project scope, requirements, terms and conditions and other information furnished in the RFP. The bidder who fails to furnish all the information required as per the RFP/submission of incomplete/conditional response to RFP and such bids are liable to be rejected.

   a) The bids are to be delivered at the address given in table under Schedule of events above on or before the time and date given.

   b) The Bidders are restricted to submit only one bid. Each Bidder can propose only one ITMS Solution

   c) The Bidders must propose industry standard tools/applications/products required for Implementation of the ITMS , that have been implemented in large Banking organizations

5.2 EARNEST MONEY DEPOSIT

The response to the RFP must contain EMD for an amount of INR 75,00,000 (INR Seventy Five Lakhs only) in the form of DD/Pay Order in favor of IDBI Bank Ltd. from any scheduled commercial Bank (other than IDBI Bank).
5.3 **OPENING OF BIDS**

1. The responses to the RFP will be opened in the presence of the Bidders’ authorized representatives. **The Bidders representatives must carry an authorization letter as per Annexure 02 - Authorization letter format for Technical opening.**

5.4 **EVALUATION OF BIDDERS**

1. The Evaluation will be a three stage process:
   
   Phase 1: General Eligibility Criteria
   
   Phase 2: Technical Capability Evaluation
   
   Phase 3: Commercial Bid Evaluation
   
2. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on the basis of General Eligibility Criteria, bid would be evaluated on technical soundness. This would involve evaluation of the basis of functional and technical requirements, team strength, previous implementation credentials, and application demo, etc. as mentioned in Technical Capability Evaluation.

3. On completion of the Technical Evaluation, the Bank will proceed to the Commercial Bid Evaluation. The technical score and commercial score shall be computed to arrive at a total Techno-Commercial score for each bidder as per the Evaluation Methodology.

4. The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

5.5 **SUCCESSFUL BIDDER FINALIZATION AND CONTRACTING**

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

2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Contract Agreement, Non-Disclosure Form, Deed of Indemnity/warranty and other applicable documents as per Appendices.
3. The Contract form and all other documents should be signed at Mumbai only within 15 days of receipt of notification of award of contract.

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

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

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

5.6 PERFORMANCE GUARANTEE

1. The Successful Bidder shall furnish the Performance Bank Guarantee within 15 days of the signing of the contract, as per the format in Appendix 03-Performance Guarantee.

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

3. The Performance Bank Guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.

4. The Performance Bank Guarantee (PBG) should be valid for a period of 5 years from the date of issue of PBG.

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

6. Penalties, if any will be recovered from the payments.

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

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

5.6.1 DISCHARGE OF BID SECURITY
1. EMD of the successful bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the performance guarantee / security to the satisfaction of Bank.
2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 90 (ninety) days after the conclusion of the contract signing.

6 EXECUTIVE SUMMARY OF BIDDERS’ RESPONSE
1. The bidder must furnish synopsis of their responses to the RFP in the Executive Summary, not exceeding 15 pages. The bidder must give a brief write up relating to its capability in implementing ITMS.

2. IDBI Bank desires to appoint a vendor which shall provide/supply, install, implement, customize, integrate, test, train and maintain the ITMS. IDBI Bank hereby invites responses from the established and eligible entities (hereinafter referred to as “Bidder” or “Vendor”) to provide the deliverables described in this document. The Bank expects the Bidder to submit responses in accordance with the terms and conditions described herein.

3. Before proposing the ITMS, the Bidder is expected to go through the business requirements in detail, understand them and suggest a solution which delivers the business requirements as needed by the Bank within the time frame stipulated by the Bank.
4. The Bidder must define suitable architecture of the Treasury Solution in line with the requirement, factoring all the business, functional and technical requirements covering the existing and futuristic line of Businesses for ITMS.

5. The details of the products offered with reference to the RFP along with brochures to be enclosed as applicable. Bidder is also expected to enclose benchmarking report (benchmarking conducted by a third party) showing the capability of the application to handle high transaction volumes.

6. The details of their past implementation and current use are also to be given.

7. The Bidder must give the details of suitable tools, software/hardware/utilities/solutions that it is proposing for implementation of ITMS and the tools to be used to provide post go-live support.

8. The bidder must also provide a brief description of the following:
   a) Proposed project plan and implementation methodology defined for carrying out activities in phases and approach for completion of the project as per the time schedule given in the document.
   b) The Bidder must indicate in the Executive summary the total development time that includes studying of the current processes and systems, understanding interfacing requirements, configuration of accounting information, component development, history/legacy data migration, unit testing, system testing, functional testing, production deployment and documentation.
   c) The Bidder must propose a testing plan along with details of number, quality and experience of resources who would assist the Bank in testing of the base version, developments, data migration assurance and other releases for production. This offering would be a part of the Treasury Solution offer.
   d) Training: The bidder must provide training schedule details and furnish training facilities and trainers credentials.
   e) Bidder should provide its proposed plan and methodology for post go-live support and maintenance of the project. Bidder should provide the details of the resources (quantity, quality and experience) who would be deployed at the site and would implement and maintain the system. The bank at its own discretion can request for
replacement of any resource if the resource does not possess the required skill sets.

f) The Bidder must furnish the details of the OEM, with whom the bidder proposes to join hands to undertake the Treasury Solution implementation in the Bank. The Bidder should enter into a back-to-back agreement with the OEMs and the same should be shared with the Bank by the Successful Bidder.

g) The Bidder has to furnish details of the resources to be deployed on the project. Those resources must have experience in studying the existing databases/Bank’s systems and in gathering the requirements and in supply/installation/integration/implementation of the solution including the design and construction of the Treasury Solution suitable for the Bank.

h) Bidder to provide a list of all assumptions made. Bidder has to clearly mention all the assumptions made in preparing the Commercial BOM. The item level details to arrive at the Commercial figures are also to be provided to the Bank.

7 PROJECT SCOPE AND OBJECTIVES

OBJECTIVE

1. The current Treasury operation of the Bank is supported by Finacle Treasury from M/s. Infosys, Kondor from M/s. Misys, En-Settle from M/s. NSE-IT and few in-house developed systems for its India and Dubai operations.

2. IDBI Bank is proposing to implement ITMS to cover Treasury operations with Market Risk functionalities.

3. The objective of the project is to implement ITMS which would act as the single platform for all treasury related activities. The proposed application would act as the platform by integrating and cross-relating relevant information from various market data sources, dealing platforms and regulatory platforms. This ITMS should facilitate the day to day functioning of Treasury operations including deal capturing, what-if-analysis, scenario simulations, structuring of products, pricing, limit monitoring across the Bank, data retrieval and reporting, valuation etc. The proposed ITMS is envisaged to facilitate efficient treasury operations including but not limited to the following:

   a) The proposed solution should have Multi Entity capability. It should support current treasury products and should have the capability to be extendable to new products as and when introduced. The solution should be capable of addressing the
current Market Risk functionalities and should be adaptable to changing regulatory requirements. The system should be compatible with accounting standards like International Accounting Standard, IFRS, Indian Accounting Standards, US GAAP, IGAAP, etc.

b) The proposed solution should be modular, designed to support the treasury operations of the Bank. At the same time the architecture, technology, etc. should be uniform across the entire solution and also should be supported by a single database.

c) To act as the single platform for capturing of all the trade details from various dealing platforms and should be capable of deal logging/capturing, pricing, valuation, limit setting and monitoring, MIS and regulatory reporting and every other aspect of deal life cycle like settlement, accounting and posting, etc.

d) Generate dash boards, score cards for Top Management and Treasury Desks etc. to assist the Bank in monitoring, analyzing and providing decision support. There should be a robust analytical engine to provide all the above in addition to easy user friendly reporting mechanism.

e) Creation of a Single platform for internal monitoring of regulatory related activities like SLR, CRR, etc. related reporting. The proposed application will enable different treasury desks to view the investments made by the respective desks any other information they are entitled to view for business specific inputs thus providing transparency.

f) Generation of reports, as required by users/authorities at all levels of the division, for internal/external purposes duly ensuring speed, data integrity and consistency and timely submission.

g) The system should be robust, scalable and futuristic with minimal dependency on external support with high level of parameterization and configurations to enable the Bank to configure or modify the parameters and generate required outputs on its own.

7.1 SCOPE SUMMARY

Brief scope of work for the proposed transformation engagement is listed below. The scope of assignment includes, but is not limited to the following:
7.1.1 GENERAL SCOPE

1. End-to-end implementation of ITMS. The proposed solution should include Supply, Installation, Implementation, Customization, Integration, Migration, Testing, Training, tuning/optimization of proposed application / Database and post go-live support and Maintenance of all necessary Software, Hardware and other utilities etc. at primary site and also at Disaster Recovery Site.

2. IDBI reserves the right to procure the Hardware, Database and operating system from the bidder or make its own arrangement. In the event of Bank procuring the Hardware, Database and operating system from the Bidder, the responsibility of installation and maintenance of the same shall lie with the bidder. In case the Bank decides to procure the above components on its own, the Bidder shall coordinate with the Vendors with the support of the Bank for the installation of the same and other necessary aspects like virtualization, etc. and maintenance. Where ever the Hardware, Operating system and Database are referred in this document, the above clause to be referred.

3. The successful bidder is expected to conduct study of complete requirements of the Bank and provide a Systems Requirement document to the Bank. The bidder should also provide Functional requirement document/ Business Requirement Document, system specification document for all the functionalities discussed.

4. Performance of configuration and enhancement of solution to cater to the requirements mentioned by the Bank.

5. Setup and maintenance of all the environments for the solution i.e. Production, DR, Development, Testing, Training, etc.

6. Capability to maintain the software and provide support to the bank in case of configuration changes, development of new components, change requests, etc. post go-live of the software.

7. Application maintenance including bug fixing, patch management, up gradation, additions / modifications in the application to cater to changes to data sources and /or new reporting requirements during warranty period of one year as well as during the post warranty period.

8. Provide onsite support post go-live. Duties of onsite engineer include day to day operation support, configuration changes, version upgrades, performance monitoring, trouble shooting, Bug Fixing, patch installation and liaising with Bank official for
various support issues etc. and assisting Bank official in switching to the DR site in case of system failure and Conducting DR drills in conjunction with the Bank.

9. The proposed solution should have all the treasury related modules required for functioning of Treasury Front office, Mid office, Back Office and market risk requirements and meeting all regulatory guidelines and settlement processes on a single platform.

10. The bidder should seamlessly migrate the history/legacy data into the proposed ITMS for backward compatibility and continuity. In addition to that, the bidder should provide a robust reporting on the migrated data.

11. The proposed solution should have built in capability to enable migration of data from legacy systems including the historical transactions.

12. The bidder should provide a facility to migrate historic data of all the existing solutions currently used by the Bank. The migrated data should be cross verified, validated and authenticated. The proposed solution should be capable of viewing and generating required reports from the above data without referring to the base solutions.

13. All market risk features like VAR, Capital Charge, Risk Weighted Asset, should be in-built and should meet all regulatory requirements.

14. All software and hardware should be of latest and current version as of go-live date. The suggested OEM products/tools should not have end of life or end of support for the next 10 yrs. from the date of go live.

15. Should any components be announced End of Sale during the contract period the bidder will have to replace the same with an equivalent or higher specification product without any additional cost.

16. The bidder has to ensure that the support for products proposed should be in effect for the entire contractual period and minimum of 2 years after contract period.

7.1.2 APPLICATION FEATURES

1. The proposed solution should support Multi-entity and multi-currency features and should have separate flow of information with role based access.

2. The proposed system should support and provide Multi entity, Multi Currency balance sheet.

3. Consolidated multi entity /multi-currency position should be available from the
system.

4. The proposed solution should cater to the needs of our Global Treasury [Domestic + Overseas Centers and GIFT City (Gujarat International Finance Tech-City)] requirements and other Statutory, and Regulatory requirements of both present and future.

5. The proposed solution should have all Treasury modules including Market Risk on same technologies, database, platform. The proposed solution should have all the treasury related modules required for functioning of Treasury Front office, Mid office and Back Office requirements and meeting regulatory guidelines and settlement process in a single System. The Solution should have seamless interaction through the modules.

6. Provision to introduce new products or modify the existing features of the treasury products as directed by regulators or as demanded by the business should be available

7. The proposed system should be flexible to cater to requirements by way of parameterization.

8. Proposed system should provide for access control and user management functions.

9. The proposed solution should have standard workflow tool and should be capable of defining workflow rules as per the business requirement.

10. Seamless interaction across all its modules. Integration of downstream / upstream systems preferably through industry standard integration bus, which should be configurable through user friendly tools.
    - The system should be capable of taking inputs from the dealing platforms
    - It should have the facility for seamless data flow to downstream and upstream applications including CBS and all other standard reporting systems.
    - Data flow between modules should be through features like seamless integrations or APIs and not through file transfer protocols.

11. The proposed solution should maintain a comprehensive audit trail. It should have the ability to rapidly generate ad-hoc reports with a user friendly report writing software or tools.
7.1.3 DEAL CAPTURE FUNCTIONALITY
1. Standard plug-ins for systems like Reuters, Bloomberg, CCIL and all trading platforms should be available.
2. Should support deal capture facility for all the treasury desks
3. Should support Indian Merchant business processes as a built-in feature. The life cycle of all Indian Merchant Forex transactions should be covered in the solution. The solution should have seamless integration capabilities with the internal and standard external systems.

7.1.4 MARKET RATE/LIMITS FUNCTIONALITY
1. Standard plug-ins should be available for capturing market rate feeds and information from systems like Reuters, Bloomberg, Cogencis, Ticker Plant, etc.
2. Standard plug-ins should be available for capturing market rates and information from other Regulatory agencies like RBI, FIMMDA and FEDAI etc.,
3. Real time monitoring of Limits, Collateral and Exposure from all the connected core systems including CBS should be available in the proposed solution. The existing real time tools like CDC may be used to get the real time effect from core systems.
4. Should comply with past performance limit monitoring by simulating with source systems.

7.1.5 ACCOUNTING/SETTLEMENTS/RECONCILIATION:
1. Seamless Integration of proposed solution with Bank’s Core Banking Solution covering all Domestic, Foreign, Subsidiary branches with all necessary interfaces. The Bank is in the process of migrating its current CBS to Finacle 10.x Version, the seamless integration should support both 7.x and 10.x versions of Finacle.
2. The proposed solution should have seamless connection with payment and settlement gateways and other connected systems.
3. System should be capable of integrating with the Bank’s Core Banking Solutions (compatible with the current and future versions, if any) to enable seamless to-and-fro transfer of data between the systems.
4. The solution should be able to provide all sorts of Advanced Analytics and the result should be made available on all handheld devices also.
5. The proposed solution should be compatible with IBAN and general accounting
6. System should be compatible with the Standard/Latest features for systems like SWIFT, NEFT, RTGS, CCIL, CLS, etc. and all other payment platforms.

7. Reconciliation with CBS for all possible transactions/ NOSTRO and mirror accounts etc. should be part of the solution. The bidder should provide a suitable reconciliation tool to reconcile the books with all the internal/external base systems.

8. System should be capable of acknowledging the confirmation received from counterparties through systems like SWIFT etc.

7.1.6 OPERATIONS/MIS/ADF REPORTINGS

1. The proposed system should be capable of scaling up so as to support the growing needs of services in India and overseas.

2. All Multi Entity and Multi Currency features, Advanced Analytics, Reporting and balance sheet should be provided and should have separate flow of information with role based access.

3. The proposed solution should be highly scalable without any performance issues during heavy loads.

4. The system should be flexible by way of extensive parameterization to enable the Bank to configure majority of the frequent changes that occur from time to time.

5. The proposed solution should have comprehensive Audit Trail feature as part of the standard offering. Ability to rapidly generate ad-hoc reports with an easy to use report builder.

6. The proposed solution should have standard workflow tool and should be capable of defining and modifying workflow rules as per the Bank’s requirement.

7. The proposed solution should provide the real time collateral information from all the relevant source systems.

8. The proposed solution should have Provision to introduce new products or modify the existing flavor of the products as directed by regulators or as demanded by the business.

9. Solution should support and generate all industry specific standard formats i.e. SWIFT messaging formats etc.

10. Provision to do archival activity as per bank’s defined policy.

11. System should have facility to archival of transactional information.
12. Data retrieval mechanism from archive should be seamless

13. The solution should be capable of real time posting of accounting entries with an additional feature for manual posting, re-posting and correction/modification of entries.

14. The proposed solution should have cross reference feature to verify successful postings by way of transaction ID, UTR no., transaction no, etc.

15. The solution should have provision to view (dashboard and report) real time funds position by considering latest NOSTRO balance along with current Inflow and Outflow

16. All regulatory returns including ADF reports should be available as a part of the application. The output should also be available in XBRL format or any other format as suggested by regulator. Provision to synchronize the master data with CBS for regulatory or MIS reporting should be available.

17. Moving averages and ratio analysis with required KPI should be available on all crucial parameters

18. The proposed solution should have the feature to synchronize the R-Returns especially the opening, closing balances and in/out flows.

19. The proposed solution should have facility to send role based auto mails, SMSs and alerts and should be easily configurable.

20. Update of holiday process and cash flow generation should be fully automated. This includes treatment for user modified cash flows.

21. The proposed solution should have facility to integrate with Bank’s base systems including Core Banking System for NPI management.

7.1.7 MARKET RISK FUNCTIONALITIES

1. The solution should support RBI’s directives and guidelines issued from time to time pertaining to Treasury & Risk Management.

2. The proposed solution should provide audit reports and Tools for the Bank’s internal/concurrent/statutory/SEBI/CCIL/IDRBT/RBI audit/Inspections etc.

3. The system should be capable of aligning with all applicable policies of the Bank like Exposure/Investment/Derivative etc.

4. The system should be capable of monitoring of consolidated exposure from various
systems at the time of deal booking and subsequent deal life cycles.

5. All valuations including India specific valuations like FIMMDA, FEDAI and any other valuation as specified by regulators should be in-built. The systems should be capable of adopting to the new changes proposed by regulators from time to time basis by way of easy configuration through front end.

6. All market risk features like VAR, Scenario Analysis, Stress Testing, What-if Analysis, Capital Charge, Risk Weighted Asset, CRAR, etc. should be in-built and should meet all regulatory requirements.

The Bidder is expected to provide the license for the Bank. The Bidder should note that any licenses, unless otherwise stated elsewhere in this document, means a perpetual, license, with no restrictions whatsoever on data, asset size, transactions or number of sites across the Bank.

The current estimated license requirement for the bank is as follows:

<table>
<thead>
<tr>
<th>License Type</th>
<th>No. of Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Treasury Front Office License</td>
<td>92</td>
</tr>
<tr>
<td>Treasury Back Office License</td>
<td>36</td>
</tr>
<tr>
<td>Treasury Mid Office License</td>
<td>10</td>
</tr>
<tr>
<td>License for Admin Users (IT users)</td>
<td>8</td>
</tr>
<tr>
<td>License for Viewership Rights (Auditors)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total number of licenses</strong></td>
<td><strong>150</strong></td>
</tr>
</tbody>
</table>

- The treasury technology landscape is expected to be as follows:
8 DETAILED SCOPE OF WORK AND BIDDER RESPONSIBILITY

The Successful Bidder is required to design, size, implement, customize, parameterise, rollout, train, maintain and manage the proposed ITMS for the tenure of the contract. The ITMS should be made accessible at IDBI Bank sites like offices, training centres, other sites as desired by the Bank. The proposed solutions should be scalable to meet the business requirements.

Bidder has to submit the Hardware sizing details taking into account the current and the proposed business volume growth. The proposed sizing detail has to be vetted by OEM. All the Third party software and licenses or any other specific requirements which are required for the successful working of the proposed solution should be arranged by the Bidder along with the future support requirement for the same.

Description of the envisaged scope is as mentioned in the RFP. However, IDBI Bank reserves the right to make the changes in the scope due to change in regulatory requirement and...
changing market scenario.

It is expected that the solution proposed by the Bidder is based on the requirements as enumerated in the RFP and its annexures. The contents of the RFP contain only principal requirements of the assignment and that the delivery of the deliverables and the services required in connection therewith are integral part of the assignment. IDBI Bank will not accept any plea from the Bidder for omission of critical services on the pretext that it was not expressly stipulated in the RFP.

The scope of the project includes the following:

1. Gap Analysis and Gap report submission
2. Preparing functional requirements document for implementation of various products and processes of the treasury division of IDBI Bank
3. Preparing system specification document, solution design document based on the agreed functional requirements
4. Implementation and support of the ITMS to support the Bank’s operations
5. Data migration from the Bank’s existing IT system to the new ITMS.
6. Integration with the Bank’s internal application and external interfaces
7. The bidder should provide all documentation including User Manuals, module-wise complete solution document, Technical Manuals, Training Materials, Standard operating procedure, etc.
8. The Bidders should provide ongoing support during the implementation and post-go live (L1/L2/L3) based on the SLA’s governed by AMC/ATS during the entire contract period.
9. Bidder is expected to adhere to the SLAs and provide performance reports at monthly intervals or as specified in the contract.
10. The Bidder is expected to undertake the following activities:
   1. The successful bidder has to abide by the Bank’s information security policies.
   2. During the contract period, the Bidder is required to supply, install and
maintain Database and Application Servers at DC and DR. This will include other security features as maybe considered necessary to ensure regulatory compliance on security which may get changed from time to time. Bidder also is expected to conduct periodic health checks of the software and carry out optimisations to improve the performance of the whole solution during the contract period.

3. The Bidder is required to do the Patch Management for all the equipment and software supplied by the bidder during the period of contract. The vendor is also expected to provide separate environments for:
   - Production at DC
   - DR (Should be deployed at 100% capacity)
   - Test
   - Development
   - Training

Training, development and testing are to be deployed at minimum 70% capacity of the production environment. All the hardware to be configured in Virtual Mode.

11. Successful Hand-over at the end of the agreed contract period. The bidder is also expected to enable the Bank to maintain the software/hardware on their own during the contract period.

12. Solutions deployed should be fully compliant with Applicable Law(s) and any forthcoming changes which may happen from time to time. Vendor has to ensure the compliance.

13. The Bidder should ensure that the Treasury IT infrastructure supplied to the Bank is compliant with the Security Policy of the Bank. The ITMS should be in conformity with the requirements of BS 7799, ISO 17799 standards, Information Technology Act, 2000, amendment 2008 and Reserve Bank of India guidelines.

14. The Bidder should ensure that all system changes or new requirements mandated by ministry/other regulatory guidelines or overseas regulators and guidelines and
IDBI’s other requirements are made available to the Bank without any additional cost.

15. The Bank during the period of the contract, based on its technical and functional requirements may include additional third party applications and interfaces to the solution. The Bidder will be required to extend all necessary support and assistance for the incremental applications solution to be delivered. The proposed solution should have the facility for adding new features by way of Third party customisation / development

16. Considering the highly complex nature of the assignment and the envisaged long-term relationship with the Bidder, any Service, which forms a part of post go-live support or any component that is not specifically indicated in this document but is essential for rendering the Service should not be treated as excluded and would form part of this RFP. Bidder is expected to provide the same at no additional costs to the bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the bank.

17. The Bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and IDBI Bank assumes no responsibility for the assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of RFP, the Bidder will have to upgrade, modify, rectify or replace the solution at no additional cost to the Bank.

18. The Bidder accepts that services provided under this RFP should, during the period of contract, comply with the guidelines of Reserve Bank of India on outsourcing specifically the clauses in the section “IT Services Outsourcing” of the circular published on 21st Jan 2011.

19. The Bidder must give the details of suitable tools/software/hardware/utilities/solutions that they are proposing for the solution. None of the tools/software/hardware/utilities/solutions proposed should be unsupported by the respective OEM. Any bid submitted with such unsupported tools/software/hardware/utilities/solutions will be summarily rejected.
20. The bidder should certify that the Hardware/Software installed/ used is scalable and is sufficient to handle the load for at least next 10 years.

21. The bidder must ensure that the hardware and the underlying software is supported for all current and future releases/patches/versions of licensed products for at least next 10 years.

22. The Bidder will be the single point of contact/reference to IDBI. Post evaluation, the bank will enter into agreement with the selected Bidder only. However, the Bidder must confirm to bank on the back to back arrangement with other partners/associates proposed as part of this RFP response. The selected Bidder must share a copy of the arrangement with the Bank.

23. Bidder should comply with SLAs & ensure Performance reporting at regular intervals (as decided by the bank).

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

25. IDBI bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

26. The bidder should study the complete requirements of the bank and provide a full-fledged Systems Requirement document to the bank.

27. The successful bidder should provide the source code itself with necessary documentation and arrange to keep it under escrow arrangement.

28. The bidder will be required to implement and maintain all the environments for the solution i.e. Production, DR, Development, Testing, Training.

29. Bidder should have the capability to maintain the software and provide support to the bank in case of configuration changes, development of new components, change requests, etc. post go-live of the software.

30. The bidder will be required to provide 24x7 onsite support Post go-live. Duties of onsite engineer includes configuration changes, version up gradations, performance monitoring, trouble shooting, Bug Fixing, patch installation and liaison with Bank official for various support issues etc. and assisting Bank official in switching to the DR site in case of system failure and Conducting
DR drills in conjunction with the Bank.

31. Data migration including historical data from the current to proposed system is part of the scope

32. The bidder should arrange for the closure of all observations including IS, Data Migration Audit, VAPT and Security Audit within time frame stipulated by Bank without any additional cost to the Bank

33. The proposed system should be capable of handling all the Market Risk functionalities by considering the data from Treasury system as well as extracting data from other relevant source systems. The functionalities like below are envisaged:

   a) VaR Computation including Portfolio VaR, Asset Class Level VaR, product Type Level VaR, etc.

   b) Capital Charge computation as per IMA and SMM methodologies

   c) Calculation of Marked-to-Market (MTM) valuation of existing deals

   d) Risk Measurements in terms of positions, Exposure limits, duration or tenor, modified duration, PV01, sensitivities, gaps, Greeks, Earnings-at-Risk (EaR) or Expected Loss or Unexpected Loss or Loss Potential or loss severity or exposure quantum, as appropriate. Any one or combination of the above measurement techniques shall be used to measure risks.

   e) Simulation models for measuring various market risks

   f) Back-testing methods for its various risk measurement/assessment models to evaluate the accuracy/relevance/effectiveness of VaR model

   g) Stress Testing methods to subject the portfolio or risk positions to unusual or stressful events and evaluate the impact and severity of these events

   h) Scenario Analysis shall be conducted on the risk positions to determine the impact on prices and earnings.

   i) Incremental Risk Charge (IRC), and Expected Shortfall

   j) Provide Counterparty-wise Collateral and Margin Analysis.
k) Able to Compare Collateral Market value over a period.
l) Able to Compare Contract value, Collateral Value and Margin Available.
m) Margin Call to be sent via email in case of shortage of Margin
n) NOOP Calculation – Currency-wise and Consolidated

8.1 DEPLOYMENT OF ITMS

8.1.1 Functional Solution Requirements

IDBI bank expects the bidder to Supply, install, train, customize, implement, rollout and maintain the technology applications as per functionalities provided in Annexure11-Functional Requirements. The requirements listed in the Annexure are indicative in nature and not exhaustive.

The Bidder is expected to provide the following functionalities:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Business Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Requirement</td>
</tr>
<tr>
<td>2</td>
<td>Front Office</td>
</tr>
<tr>
<td>3</td>
<td>Mid Office and Market Risk Operations</td>
</tr>
<tr>
<td>4</td>
<td>Back Office</td>
</tr>
<tr>
<td>5</td>
<td>Product Requirements (Configure all current and standard products as directed by regulators)</td>
</tr>
<tr>
<td>6</td>
<td>Derivatives Requirements</td>
</tr>
<tr>
<td>7</td>
<td>Interfacing Requirements</td>
</tr>
<tr>
<td>8</td>
<td>Reporting Requirements</td>
</tr>
<tr>
<td>9</td>
<td>Nostro Reconciliation</td>
</tr>
<tr>
<td>10</td>
<td>Accounting, Reconciliation Requirements</td>
</tr>
<tr>
<td>11</td>
<td>Scheduling of Reports</td>
</tr>
<tr>
<td>12</td>
<td>Archiving</td>
</tr>
</tbody>
</table>

The Bidder will be responsible to generate the necessary business reports required as stated in
the Functional Requirements. The Bidder is expected to provide the compliance of the proposed solution in Annexure 16 – Minimum Security Requirements. The bidder is expected to quote the commercials for implementation and support during the entire period of the contract. The Bank will not pay any additional customization cost for any statutory or regulatory reports or any other requirements during the tenure of the contract. The solution must support the following:

1. The Solution must support generation of Standard Reports & Statements.
2. The system must also support generation of ad hoc and dynamic reports.
3. The system should generate operational reports (Customized Portal)
4. All critical reports/dashboards should be generated and made available as canned reports on the report portal for future use. The data elements of such reports/dashboards should be stored in a table for further analysis.
5. The proposed reporting tool/BI should provide the power users of the bank to generate customized reports by drag and drop model. This should also provide saving of the selection by way of templates for repeated usage.
6. The system should generate Dashboards, Scorecards and all other advanced analytics (web and Mobility devices through Online and Offline access)
7. The system should have the provision for Ad-hoc reports for web and Mobility devices (through Online and Offline access)
8. The system should also support BI reports which can be accessed through web and Mobility devices through Online and Offline access.
9. The Successful Bidder must provide for development, testing and release of any statement, report, dashboard etc. as required by the Bank during the contract period.

8.1.2 Other details

1. Bidder is expected to present to the Bank the requirement for review. Bidder should carry out business requirement definition and system specification. Bidder should gather all the interface requirements (as listed in Interface Requirements) and prepare list of interfaces to be implemented. Any suggestions from the Bank or any interface needs to be implemented during the contract period will have to be included by the Bidder. The Bidder will be responsible for developing, testing and maintaining the
components/interfaces. The Bidder must ensure that all interfaces are automated with no manual intervention and facilitate Straight through Processing (STP).

2. The Bidder should use and deploy only authorized/licensed software and hardware for providing the Services to the bank and would be solely responsible and liable for any unauthorized use or deployment of any hardware or software in the bank by the Bidder or his agents or vendors.

3. IDBI bank expects the ITMS solution should be capable of providing for Management and Executive information reporting as required by the management and departments of the bank as well as the statutory and regulatory bodies from time to time.

4. The Bidder is expected to provide the license for the Bank. The Bidder should note that any licenses, unless otherwise stated elsewhere in this document, means a perpetual license, with no restrictions whatsoever on data, asset size, transactions or number of sites across the Bank. The Bidder should ensure that they have appropriate legal rights for all the proposed applications/solutions to be provided in the project to accord licence to use by the Bank for the period of the contract.

5. For detailed Functional requirement specification as well as response, kindly refer to Annexure-11 - Functional requirements.

8.1.3 Functional and Technical requirements

Bidder is required to implement the ITMS application and ensure that the proposed solution is capable of meeting the functional and technical requirements mentioned in the Annexure 11 – Functional requirements and Annexure 12 – Technical requirements.

8.1.4 Other scope Activities

The bidder is expected to carry out the following activities:

1. Hardware sizing, procurement and installation. The proposed sizing detail has to be vetted by OEM

2. Application, Database and Operating system procurement and installation

3. Gap analysis study and submission of Gap Report

4. Functional requirement gathering and submission of Complete functional Document
5. Configuration, Implementation, Customization and Integration

6. Test Case preparation

7. Testing (Basic, Functional testing, System Integration)

8. Assist users during UAT

9. Data migration

10. Training

11. Roll Out

12. Post Implementation support and Helpdesk facilities, etc.

8.1.5 Components of the Commercial Bill of Materials

For the ITMS mentioned as a part of Project Scope, the bidder is expected to quote the commercials for the following:

1. Application license cost (Including license cost of the application factoring availability of all the functionalities along with other required mandatory software. Bidder is expected to provide per license cost, this cost shall be used for any incremental license procurement during the contract period)

2. Implementation cost (Application implementation for all requirements as per the RFP)

3. Other Software like Database cost, Operating System, etc.

4. Hardware cost

5. ATS/AMC cost

6. Post go-live and Helpdesk (L1/L2/L3) Cost
9 PROJECT TIMELINE

The Bidder is expected to ensure the completion of the ITMS implementation in 15 months post vendor onboarding (First kick-off meeting). The successful bidder would have to carry out activities in parallel as and when required to meet the deadlines.

<table>
<thead>
<tr>
<th>PHASE AND STAGE</th>
<th>ACTIVITY</th>
<th>INDIVIDUAL ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware setup</td>
<td>Hardware procurement, installation at the DC (Staggered hardware installation to be done)</td>
<td>1 Month</td>
</tr>
<tr>
<td></td>
<td>Environment setup including hardware and other component installation in DC. Setup of instances for development, testing and training</td>
<td>2 Months</td>
</tr>
<tr>
<td></td>
<td>DR Hardware to be installed before Roll out</td>
<td>1 Month</td>
</tr>
<tr>
<td>Data Requirement</td>
<td>Requirement gathering, SRS document and</td>
<td>2 Months</td>
</tr>
<tr>
<td>Identification and Analysis</td>
<td>Functional requirements document delivery, gap analysis and gap document submission</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Interface Requirement Identification</td>
<td>Requirement gathering for interfaces and document preparation</td>
<td>2 Months</td>
</tr>
<tr>
<td>Configurations and Master Setups</td>
<td>Configuration and Master setups</td>
<td>2 Months</td>
</tr>
<tr>
<td>Development, customisation and report configuration</td>
<td>Implementation and Development, Report Development and Basic Testing</td>
<td>6.5 Months</td>
</tr>
<tr>
<td>Integration with internal and external systems</td>
<td>Interface configuration with all external and internal systems and testing</td>
<td>4 Months</td>
</tr>
<tr>
<td>System Integration Testing and UAT</td>
<td>Testing as per test plan and test cases, multiple rounds of testing for integration</td>
<td>2 Months</td>
</tr>
<tr>
<td>Data Migration</td>
<td>Environment setup and multiple rounds of data migration</td>
<td>2 Months</td>
</tr>
<tr>
<td>Roll out Readiness</td>
<td>Production Environment setup, application installation, data migration and successful application deployment</td>
<td>2 Months</td>
</tr>
<tr>
<td>Go-live</td>
<td>Final Data migration and successful transition and signoff</td>
<td>1 Month</td>
</tr>
</tbody>
</table>

10 OWNERSHIP

10.1.1 Software Licenses

1. The Bidder is expected to provide the ownership of licences to the Bank. The Bidder has to ensure that all necessary licenses (Application, Database, Operating System, etc.) that are required for this RFP are procured and installed at DC, and DR and other relevant locations of the Bank. The Bidder should note that all licenses mean perpetual license, with no restrictions whatsoever on data, asset size, transactions or number of sites across the Bank.
2. The Bank will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against the Bank for any license related issues, the Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Bidder.

3. If the Bidder has missed out procuring any licenses, the Bank will not bear any additional amount for procurement of such licenses. Bidder is required to consider the ATS of the Solution and related application software for the period of contract after warranty completion. Bidder is required to provide perpetual license for ITMS and related software, Tools and applications.

10.1.2 Other Components

Responsibility of the Bidder over various key components as below,

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>DC and DR Servers</td>
<td>Bidder to submit hardware sizing. Bidder to provide and procure components.</td>
</tr>
<tr>
<td>2</td>
<td>DC &amp; DR routers and switches</td>
<td>IDBI Bank</td>
</tr>
<tr>
<td>3</td>
<td>Intrusion Prevention Systems, Firewalls, Active Directory, Antivirus for PCs, Servers at DC and DR</td>
<td>IDBI Bank</td>
</tr>
<tr>
<td>4</td>
<td>Post Go-live support</td>
<td>Bidder</td>
</tr>
<tr>
<td>5</td>
<td>Data Centre and Disaster Recovery site hosting space</td>
<td>IDBI Bank</td>
</tr>
<tr>
<td>6</td>
<td>Bandwidth (between DC, DR)</td>
<td>IDBI Bank</td>
</tr>
</tbody>
</table>

10.1.3 Technology Component Structure

The table below shows how exactly the technology components are expected to be structured.
### Hardware

1. The Bidder is expected to size Hardware for the Solution based on the information provided in this RFP for implementing the solution over the tenure of the Contract. However, IDBI bank reserves the right to procure the Hardware from the bidder or make its own arrangement.

2. In case the hardware is the part of the bidder’s offering, the vendor has to provide required hardware (along with other software like operating system) as per the delivery schedule and Project Timelines mentioned in the RFP. In the event of noticing any performance issues due to inadequate sizing of the Hardware, the vendor must provide additional recommendations as necessary and the bidder should be responsible for making all additional hardware installations necessary for proper functioning of the ITMS application without any additional cost.

3. In case the Bank decides to procure the hardware on its own on the basis of the hardware sizing provided by the Successful Bidder, and performance issues arise due to hardware, the vendor must provide additional recommendations on the basis of which the Bank shall procure additional hardware. This procurement shall be funded by the bidder.

### Hardware Utilization

1. At any point in time during the contract period, the average CPU, Memory, Hard Disk utilization should not exceed 70% threshold and storage utilization should not exceed 80% threshold. In case the above requirement is not met, additional hardware and related software would have to be provided by the Bidder at no further cost.

2. The Bidder also has to perform pro-active monitoring of the solution to ensure that before any breach happens they have sufficient time in procuring and installing the additional components. At no point in time should the Bank be made to suffer on account of the

---

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Component</th>
<th>Hosting Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ITMS Application / Production Environment</td>
<td>Hosted at the Bank’s DC &amp; DR.</td>
</tr>
<tr>
<td>2</td>
<td>ITMS Application Test &amp; Development, Training enviroment</td>
<td>Hosted at the Bank’s DC</td>
</tr>
</tbody>
</table>
Bidder’s failure to monitor or delay to procure the additional resources.

3. The Bidder is responsible to arrive at the sizing independently. The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing quoted by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary corrections.

4. The Bidder is expected to procure hardware as per requirement. The DC hardware is expected to be installed immediately after the initiation of the project. The DR hardware installation need not be done during the commencement of the project. The same should be initiated a few months before the Go-live.

5. The hardware technology proposed for the Solution should be enterprise class, best of the breed, latest, tested and stable release of OEM vendor and based on the latest platform enabling technology.

6. The vertical scalability available in the server proposed for the Solution should accommodate additional CPUs, Memory (including cache) over and above the terminal year sizing requirements. There should be provision for horizontal scalability.

7. The hardware sized for application should be fully redundant & scalable and fully fault tolerant. All the components within the server should be hot swappable or pluggable and should incur no downtime due to component failure.

8. In case the hardware deployed does not meet the performance levels. The Bidder would need to deploy additional resources to meet the performance levels, failing which penalty would be levied as per Annexure 07-Service Level Agreements in the RFP.

9. In the event the sizing quoted by the Bidder does not meet the performance / Service levels, the Bidder will at their cost carry out the necessary upgrades / replacements. IDBI bank will not pay any additional amount during the period of the contract. The Bidder is responsible to mention the hardware sizing details in Annexure 10- Hardware Sizing.
11 PROJECT IMPLEMENTATION AND METHODOLOGY

The implementation of the Scope of Work should abide by the following requirements:

11.1 DEVELOPMENT METHODOLOGY

The Scope of Work laid out in this RFP requires the vendor to understand the complex nature of the project and hence should use a strong methodology that should be followed strictly.

1. The vendor should follow a suitable SDLC methodology waterfall/iterative/agile/proprietary methodology, etc. as part of vendor’s response.

2. The methodology should clearly lay out the overall steps from Initiation to Closure of this engagement. The methodology should address development, customization, managed services, post go-live support services, and hardware/software installation/configuration services. Each of the steps should detail the input, process and output. The vendor should further detail how their tools/templates can be used to leverage them effectively. The vendor should provide deliverables accompanied with functional specification, technical specification, impact analysis document, test case along with the test results and release document.

3. The vendor should submit the detailed timeline as part of the response in alignment with the – Project Timeline.

4. The vendor should ensure all process templates as per their CMMI/Quality certification is adhered to and provide to capture and prevent risks and issues.

5. Within 6 months of onboarding of the successful bidder, the bidder should provide the benchmarking results of the software. The bidder is expected to setup its lab and provide a live demonstration of the benchmarking results to the representatives of the bank. The bank expects the bidder to provide benchmarking results on high transactions volumes, and any other performance related parameters mentioned by the bank.

11.2 PROJECT IMPLEMENTATION

The entire implementation will be carried out in the bank’s premises. The OEM should carry out the implementation of the ITMS.

Following points should be covered by the vendor as part of the project implementation phase:
1. Walkthrough of the Entire solution and its functionalities to the users

2. Study of the current products, processes and operations of the concerned department, incorporate the additional functionalities identified during the study and define the exact deliverables

3. Gap Analysis, identification of Gaps and resolution of the gaps in line with the bank’s requirements

4. Preparation of Business requirement document

5. Preparation of Functional requirements specification document and finalization

6. Parameterization and Configuration to meet the requirement

7. Customization to meet the banks requirement

8. Building Data migration strategy for migration from existing systems and carrying out the test migration activity to fine tune the migration strategy

9. Development of test strategy test plan and Test cases

10. Development to meet the functionalities

11. Testing and verifying the calculations / Functionalities

12. Support to users to carry out UAT and fixing the UAT observation

13. Carrying out Impact analysis wherever required and substantiate with the Impact analysis document for the bank to take a call on the proposed change

14. Defect fixing

15. Training for both functional and technical users

16. Internal audit of the application

17. To impart training to the user on the Techniques of generating various MIS reports

18. Developing new audit reports / tools using the proposed solution

19. Training for report writer facility to create new reports and modify existing reports

20. Incidence analysis and reporting
21. Log analysis and monitoring

22. Program Management with weekly, fortnightly, monthly status updates to steering committee

11.2.1 Environments

1. Physically separate, adequately sized hardware should be quoted for each of the following environments: Production at DC and DRC (100% compute and storage capacity of DC), Test & development, Training servers.

2. The bidder needs to provide the ITMS application and other applications in the following environments:
   I. Production
   II. DR
   III. Development
   IV. UAT
   V. Training

11.2.2 DC and DR Setup

1. All Bank servers and other equipment will be hosted from the DC and DR sites of the bank.

2. The Bidder will be responsible for setting up the instances at the servers in DC and DR respectively.

3. The DRC should be deployed at a 100% capacity (Compute and Storage) of the DC Production environment for the hardware servers, processing and security.

11.2.3 Functional requirements specification study

1. The Bidder should conduct a detailed system requirements study and provide a Functional Requirements Specification Manual (FRSM) relating to the functionalities as required to support the various products and services offered by the Bank/to be offered by the Bank in the near future as responded by the Bidder in Annexure 11 – Functional Requirements.
2. The Bidder is expected to provide the FRSM to the Bank for review and comments, and any comments or suggestions of the Bank will be incorporated therein.

3. FRSM should include all the areas where the Bidder is suggesting a work-around and if it involves re-alignment of proposed business process, the re-aligned process should be included in the manual. The FRSM will be deemed complete when signed-off by the Bank.

4. The Bidder is expected to assist the Bank in aligning the business requirements with the applications so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service.

11.2.4 Gap Identification and Resolution

1. The Bidder is expected to provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.

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

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

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

11.2.5 Application Installation and Implementation

1. The vendor needs to ensure that the scope of work for installation and implementation of hardware & software includes installation, functional requirements specifications study, configuration, development, customization, implementation and integration of the software. The precise nature and scope of the activities and functions to be undertaken for installation and implementation of the licensed software have been detailed and set out in this RFP document as a part of the scope of work, functional requirements, interface requirements.

Parameterization/Definition of Rules

1. The system should be highly parameterized and flexible. It should be possible to clone existing product and process, with edit facility, thereby facilitating faster time to market.
2. There should be very limited coding required to configure the system, parameterization, definition of rules, and other user defined and driven system controls. It will be ideal if all these can be achieved by intuitive graphical user interface.

3. The successful bidder should provide the source code of all the customizations made to the Bank. The Bidder is also required to perform a secure source code review of all the custom developments and share the report with IDBI bank for review and approval. Bidder will carry out the customization or new functional capability development in the applications during the course of implementation as well as during the validity of the contract within the agreed fees. No additional charges will be paid.

4. Bidder is expected to customize all gaps observed in the solution during Functional RFP, Product Demo, Current Systems Study, Training, UAT, Business Requirement Definition (‘BRD’) subsequent roll out for all the proposed solutions. The Bidder also needs to provide all statutory reports as required by the regulatory institutions. IDBI bank will not pay any additional customization costs either for gaps observed for the above and/or regulatory and statutory reports as required by the Bank.

**Country Specific & Client Specific Requirements**

The application should accommodate all the mandatory requirements specified by the regulators. Further, the bidder should ensure that the future releases/version upgrade of the software are rolled out for the bank along with current customisations.

**Flexible User Interface Screen Design**

1. The application should allow the flexibility to create and design customized screens with ability to select and add fields, apply rules on the fields (such as length, type of data, mandatory/non-mandatory, help function, dependency on other fields and its values etc.), multi-branding with colour, design, logos etc.

2. The Bidder’s proposed solution(s) should allow IDBI bank to develop, design and deploy user interfaces for all functionalities proposed in Requirements.

**Data Entry/Capture, and Data Quality and Integrity Methodologies**

The Solution should support the following data entry methodologies to minimize data entry errors and improve data integrity. One should be able to choose the data entry option for each
type of transaction and change the same as and when required.

1. Maker / Checker – One person should enter data and another should authorize the entered data. If the authoriser notices errors in data entry, the task should be returned back to the data entry operator. Typically all master table data entry should follow the maker / author route.

2. The captured data stored in systems should be managed and monitored regularly through appropriate data quality and integrity tools in place to ensure that the quality of the data is protected and managed effectively.

End to End Architecture

The Solution should have a complete end to end IT architecture covering the following architectural domains in detail:

1. End to end solution architecture

2. End to end information architecture (with enterprise data model) that explains how data integration and interoperability is achieved between software components/modules.

3. End to end integration architecture (leading practices with supporting integration patterns and standards used)

4. End to end infrastructure architecture namely, hardware, network, storage and security

5. End to end security architecture

The architecture should be documented in detail.

Integration and Interface

1. The systems should use Service Oriented Architecture best practices and should use industry standards for integration to achieve universal use.

2. Any external integration with third party systems should be based on standards such as XML or similar.

3. The systems should be able to integrate with internal banking applications and external platforms. E.g. Integration with the CCIL, CLS and any other system as recommended by regulators and other third party service providers.
4. The systems should support integrations and interfaces as envisaged in Interface Requirements

**Scalability, Performance & Variance**

1. The solution should be highly scalable to support the current and projected transaction volumes in India and abroad. The proposed ITMS and the other applications should be scalable for 10 years.

2. The system should provide fast and steady response times (Quality of Service). The speed and efficiency of the system should not be affected with growing volumes, especially during search operations, EOD activities, archiving, data warehousing, data mining, reporting, MIS, online processes and batch processes.

3. Further, the system should support variance in transaction volumes in a short span of time (intraday).

**Application Security**

The IT systems should have high standards of built in security to support the following:

1. Authentication

2. Access control and authorization

3. Session management to ensure that the user gets to access only that data for which he is authorized.

4. Data access control

5. Log maintenance and monitoring

6. Data should be encrypted wherever necessary.

7. Bidder should comply with requirements on Information Security, Data Privacy and Data Leakage as defined by IDBI bank and Regulator from time to time.

8. Bidder should confirm compliance to these security requirements.

**Security Management**

The proposed solution should consider and address the following security management
requirements:

1. The Bidder should ensure that the application and hardware components in scope are compliant with the Bank’s security policies.

2. The Bidder is responsible for regularly updating the baseline security of the system as per the Bank’s policies.

3. Bidder should guarantee that there are no vulnerabilities in the deployed solution including custom developed components. There should be no back doors, Trojans or any such vulnerability. The bidder is expected to provide a declaration as per Annexure 06.

4. The Bidder would be responsible for implementing the IT Security policy developed by IDBI Bank. This policy will reflect the regulatory compliances expected of the bidder based on the bank’s operations. Any deviations to such model policies should be justified to the bank for approval, the decision of the bank shall be final.

5. The Bidder would be responsible for complete log monitoring for servers, databases and security for a specified period. The Bidder should ensure expert security specialists are given the task to monitor such logs. The Bidder needs to provide tools for monitoring such logs. Any suspicious or concerned activities should be immediately informed to the bank. The Bidder personnel will also be responsible for providing proactive solutions and taking immediate corrective actions to rectify any concerns, security threats or suspicious activities.

6. The Bidder along with any third-parties or subcontractors are subject to audit from an information security perspective. Bidder shall ensure the inclusion of appropriate clauses within their contract with sub-contractors as applicable.

7. The bidder shall develop and maintain a security configuration document for all the applications and systems that are implemented as part of this contract in accordance to the bank’s IT security policy.

8. The bidder is expected to implement a robust change management process to ensure that only business approved changes are made in the production environment. Prior to any change being done on the production environment including servers, applications, databases and network components, a proper risk assessment needs to be carried out and
the results to be documented for review and approval.

9. The bidder shall ensure privileged users’ access to databases, servers, critical applications and other critical network components are restricted and provided only on need basis in the production environment. All activities carried out by approved administrators or privileged users are to be recorded and monitored to ensure only approved changes are implemented in the production environment and the same are tracked. The privileged access to servers, databases and applications shall be managed by a privileged user management system in the production environment. The bidder should not use any named IDs to perform any privileged activities in the production environment. Additionally, developer access to production shall be restricted and only be provided upon approval through the privileged user management system.

10. The Bidder is expected to obtain certificate from the CISO prior to go-live of ITMS.

**Implementation**

1. The Bidder will have to ensure that the software provided as part of the project meets all the requirements described in detail in the functional and technical requirements. The Bidder shall provide all statutory, regulatory and MIS reports as required by the Bank in the desired format as part of implementation process. The list of reports has been specified in Annexure 11 – Functional Requirements. Interface building: All interfaces as mentioned in Annexure 13 – Interface Requirements should be configured and successfully implemented before rollout of the ITMS. Any interfaces arising out of business needs should be made available to the bank at no cost during the contract period.

2. In the event of any deviations/discrepancies/errors observed, the bidder has to successfully rectify the deviations/discrepancies/errors reported within the stipulated time.

**11.2.6 Additional Customization beyond the RFP requirements**

The Bank may require the Bidder to address additional requirements based on the mutually agreed terms. However, the following will not be considered as additional requirements:

1. Bugs, errors, malfunctioning of any module/routine/jobs etc.

2. Gaps found during base version testing including testing of BCP/DRP and all gaps
observed.

3. Gaps against the functionalities specified in Annexure 11 – Functional Requirements

4. Regulatory requirements

11.2.7 Integration

1. The Bidder is expected to configure seamless integrations between other upstream/downstream systems through industry standard techniques.

2. The Bidder will be responsible for fault detection and rectification. The Bidder is responsible to ensure that the integrated systems are fully functional.

11.2.8 Testing

1. The bidder is expected to conduct basic testing followed by System Integration testing and assist the user in carrying out User Acceptance testing.

2. The Bidder is expected to set up a test environment which shall support simultaneous testing and installation of applications including the customizations as per Bank’s requirement and replication of production data in the test server. The Bank expects the test environment to be available to the Bank at all times, for the purpose of testing. The Bidder is expected to provide requisite test and development infrastructure

3. The Bidder is expected to be responsible for preparing detailed test cases including test data.

4. The Bidder is expected to assist the Bank in conducting all the tests and analyzing /comparing the results. The Bidder shall provide full-time resources conversant in all business areas, for trouble-shooting during the entire UAT process.

5. Any deviations / discrepancies / errors observed during the testing phase should be formally recorded and reported by the Bidder and bidder is expected to resolve within the mutually agreed period.

6. The bidder should provide a test management tool for logging the defects. The tool should be able to provide graphs and reports that may help Bank to judge application suite readiness at any point of testing. The tool should also provide a dashboard on daily basis, that would assist Bank in gauging the progress of the testing, provide information
about the test schedules, requirement coverage, and defect statistics at any point of the testing.

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

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

11.2.9 Training

Bank believes that training imparted to Bank’s personnel is a very important component for the successful implementation of the ITMS and other applications. The Bidder will be responsible for training designated bank staff, including but not limited to the following areas:

1. Functionality available in the solution
2. Customization features developed
3. Parameterization methodology
4. User administration
5. Comprehensive troubleshooting techniques commonly faced by users of the product
6. Techniques of generating various reports from the solution provided
7. Training for creating new reports and modify existing reports using the report writing tools
8. Log analysis and monitoring
9. Incidence analysis and reporting
10. Complete technical training
11. The Bidder should provide a detailed training methodology & schedule to the Bank for review and sign – off prior to commencement of the training.
12. The Bank will arrange for the training in Centers / Offices in an area / region as decided by Bank.

13. The Bank shall not pay any additional amounts to the Bidder for the purpose of creating the training environment and Bidder has to bear the cost of travel, lodging and other expenses when trainings are conducted.

14. The Bidder will be responsible for providing the users with the requisite training material in both hard and soft copies for the core team as well as for the end users. The onus of preparing the training material will be on the Bidder.

15. Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy (through CD / e-mail) of documentation for each of the deliverables and online context-sensitive help module included in the application to enable the Bank’s personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank- specific Documentation for their internal use.

16. The Bidder should also provide e-learning facilities for users of Bank. These may take the form of Computer Based Training (CBT) and it should be updated as and when system encounter changes due to customizations, upgrade or any other changes.

17. The Bidder will be responsible for preparing, circulating and collecting training feedback.

### Training Type Details

<table>
<thead>
<tr>
<th>Training Type</th>
<th>Min. No. of Days /Weeks per Batch</th>
<th>Batches</th>
<th>Minimum No. of Trainees per batch</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITMS with Market Risk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Executive Awareness</td>
<td>1 day</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>• Core Team training</td>
<td>10 days</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>• End User Training</td>
<td>10 days</td>
<td>3</td>
<td>20</td>
</tr>
<tr>
<td>• Technical users Training</td>
<td>10 days</td>
<td>3</td>
<td>10</td>
</tr>
</tbody>
</table>
forms from the participants.

18. The feedback forms will be prepared by the Bidders, reviewed and given to the Bank.

### 11.2.10 Data Migration

1. The Bidder will also be responsible for formulating the “Data migration strategy” and process documents.

2. Bidder will be responsible for the migration of the data from the existing application and data from other sources to the new environment.

3. All History / Legacy data should be converted or stored as it is for the purpose of view and reporting on a separate system and necessary views/reports should be made available to the Bank.

4. The vendor to liaise, interact, develop tools, correspond etc. with the existing treasury system vendors to obtain the data as desired by the ITMS. Also, existing treasury system vendors should provide data in the format agreed between the vendor and the Bank and the responsibility of getting this data from the existing treasury system vendors is with the selected bidder. The Bank will liaise on behalf of the successful bidder, but the responsibility will be with the vendor including any payments to the existing vendors for the same.

### 11.2.11 Simulation Run

1. Vendor has to provide the simulation plan for a comprehensive plan to conduct multiple simulation activities. The bidder should conduct the simulation, provide support during the simulation.

2. Switch over from DC to DR and vice versa should be conducted during simulation.

3. All the defects, errors reported should be closed by the bidder. This process has to be conducted multiple times, to ensure that all the errors are closed within the stipulated timeframe.

### 11.2.12 Roll out plan

1. Bidder should plan the complete parallel run activity and roll out of the solution to the Production environment.
2. The Bidder is expected to provide a roll-out plan.

11.2.13 Program Management

1. The bidder shall setup a program management office (PMO) to manage the delivery of the systems and services as requested by IDBI bank in this RFP. The Bidder shall have a dedicated Project Director who will be responsible for the delivery of the program and providing weekly, monthly updates to IDBI bank’s management and various committees.

2. The Bidder PMO team shall work with IDBI bank’s team and facilitate program level reviews as requested by IDBI bank’s team.

3. IDBI bank has appointed a consultant to assist in End to End implementation of the Solution. The Bidder is expected to work in collaboration with the consultant and all other stake holders to undertake smooth implementation of the proposed solution.

11.2.14 Disaster Recovery Assessment Service

The Bidder is responsible to bring Disaster Recovery Assessment Services as part of issued RFP.

1. Prior to Go Live of the ITMS, the Bidder is required to conduct a gap analysis to identify Disaster Recovery gaps within the Bank based on the proposed solution being deployed

2. Conduct assessment to check for data consistency & recoverability in-line with the replication of new ITMS

3. Analyse the zero data loss solution configuration defined for new ITMS.

4. Validate the Storage upgrade components deployed and configured by the Bidder.

5. Ensure the upgrade is as per the Leading Industry Practices.

6. Assess the overall health of replication environment for the new solution

11.2.15 Post Go-live Support/Facilities Management

1. The Bidder will be the single point of contact and responsible for AMC/ATS, guarantees & warrantees for all components including hardware, software, application software etc.

2. AMC/ATS support as Bidder suggests should be applicable / as governed by policies. AMC and ATS shall also include the following:
3. Post Go-live support: Bidder should provide post go live support as part of the proposal. Also the bidder has to give details on the L1/L2/L3 support after the completion of go live.

4. While bidding for providing Post Go-live support Services, the products and solutions proposed by the Bidder by way of this RFP should come with warranty as provided by the respective OEM vendors. Thereafter, the Bidder should provide ATS for these products and solutions as the case may be, for the remainder of the contract period. Bidder should list out the warranty period provided for each proposed product / solution in his RFP response.

5. The Bidder needs to consider and envisage all services that would be required in the maintenance of the facilities. Post go-live support for all purposes mean all AMC, warranties, annual technical support and all other costs necessary and incidental for the maintenance and support of the infrastructure and equipment for the period of the contract.

6. The Bidder is expected to develop a methodology for conducting maintenance and support for Bank based on the requirements. The personnel being deployed by the Bidder for critical, key activities should be employees of the Bidder’s firm. In both cases the Bidder is completely responsible and should duly meet the SLA requirements of the Bank as stated in the Annexure 07.

7. The post go-live support services should include, but not be limited to the following, :
   a) System Administration
   b) Helpdesk Management
c) Software Distribution

d) Software License Management

e) Software maintenance

f) Updates/Upgrades/New releases/New versions/Patch Management

g) Server Administration

h) Data Backup and Recovery for Databases

i) Database Administration activities for Database

j) Operations Management

k) Warranty

l) Application management including day–end, day-begin, month-end, year–end, periodic and daily backups.

8. All the costs associated to the complete delivery of the Post go-live support management including AMC, ATS, warranties as per the RFP requirement to be included in Annexure 14 – Commercial BOM

9. The bidder should provide the people deployment plan in the format provided in Annexure 20 – Post go-live support details.

10. The Bidder will be solely responsible for providing and maintaining all services as mentioned above for all third party support applications quoted by the Bidder as a part of their proposal.

11.2.16 Helpdesk

1. The bidder is expected to provide its methodology of helpdesk support.

2. The Bank expects the bidder to provide 12 hours of helpdesk support, 6 days a week. The support service should be available for any exigency situations or any regulatory activity or any other requirement as and when desired by the Bank.

3. The Bank requires the Bidder to establish and maintain a Help Desk to service, track and route requests for service and to assist end users in answering questions and resolving problems related to the ITMS and other applications covering basic functionality, DC,
DR, etc. This helpdesk shall be the Single Point of Contact (SPOC) for all users of the Bank’s business and IT services staff. This helpdesk shall act as both incident management and service request management center. This will be the first level of support as part of L1.

4. It is also expected that a second level of support (L2) also be maintained at the same location. If a problem is not resolved by telephone and the End User declares the problem to be of an emergency nature, the Bidder shall dispatch a helpdesk representative/support personnel/Engineer who will provide Desk Side Support Service according to service levels given. The Bidder is also expected to log each call made to the helpdesk and issue a ticket number for all calls entered. The helpdesk solution to have the capability to upload frequently asked questions and solution.

5. The bidder is also expected to provide L3 support to the Bank. The Bidders should include the cost of the L3 helpdesk as part of the helpdesk cost. L3 support includes resolution of the call within the stipulated timeframe, communication of the status of the call to the Bank, root cause analysis of recurring issues along with resolution, performing code fix and execution of change request as and when required.

6. The Bidder is expected to provide and install PCs with access to the web based helpdesk solution. The helpdesk should act as a single point of contact for all users both internal and external whether for service requests, incidents or problems for all the solutions provided by the bidder.

7. The Bank will provide the necessary seating space in its premises furnishing, electrical connections for the same along with communication infrastructure. The Bidder has to quote the helpdesk personnel costs in Annexure 14 – Commercial BOM. In case the Bidder has to increase the resources deployed for Helpdesk to meet the Service Levels in Annexure 07 of the RFP, the Bank will not be liable to pay any additional costs to the Bidder. The total cost mentioned by the Bidder for the year will be used to calculate the payments to be made in such circumstances. However, the Bank at its own discretion, reserves the right to increase the number of seats at L1, L2 & L3 helpdesk depending on its requirements at no additional cost. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Bank expects the Bidder to provide for L1 and L2 support for all activities and services that are part of scope.
For all the Banks IT services, the Bidder shall provide the following integrated user support and help. The services should include, not limited to the following:

a) Establishing a help desk as a Single Point of Contact for all services;

b) Providing telephonic and / or electronic mechanisms for problem reporting requests for service, and status updates

c) Routing of Bidder unsupported actions to the appropriate service provider within 15 minutes after acknowledgement receipt of the trouble ticket

d) Tracking of problems from initial call to restore to service. This includes problems redirected to non-Bidder service providers

e) Notifying users of problem status and resolution

f) Monitoring systems to proactively determine, diagnose, and resolve problems. This includes notifying customers and all service providers of known problems and alerts

Bidder shall implement effective helpdesk management procedures to leverage the knowledge gained in providing faster and better solutions, create knowledge bases and prevent recurrence of problems.

11.3 PROJECT REVIEW

The progress in the project implementation of Treasury Solution will be closely monitored and reviewed periodically by the following committees:

<table>
<thead>
<tr>
<th>a.</th>
<th>Operational Committee</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>b.</td>
<td>Core Committee</td>
<td>Fortnightly</td>
</tr>
<tr>
<td>c.</td>
<td>Steering Committee</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

11.4 ESCALATION MATRIX

1. The bank as well as the vendor will decide an escalation matrix to resolve any issues that may crop up during implementation of the project. Both the bank and vendor shall inform the names of the persons and their telephone numbers, email address for the escalation matrix to be effective.
2. The members of the three committees (operational committee, core committee, steering committee) will be finalized after selection of the bidder for the project.

12 RESPONSE TO RFP

12.1 BIDDERS RESPONSE

12.1.1 Preparation of Bids

1. The bidder must use the entire information furnished in the RFP including scope, detailed requirements, functional and Technical specifications, other annexure, other appendices and other terms and conditions to submit their response.

2. The bidder has to submit the response to the bid in the Technical Bid indicating the response to the technical requirement specifications and functional requirement specifications. The bidder responses must submit original set of technical submissions along with the soft copies. This copy bid would be the duplicate hard copy of the bidder submissions and would be used for reference in case there is any discrepancy in the submission set. Over and above this the Bidder must also provide a soft copy of the bid in a CD – R. The technical bid, submitted cannot be withdrawn / modified after submission of bids. The bid must be submitted in hardcopy and soft copy as mentioned above in MS Word and MS Excel in font size MS 12.

3. The Bidder, before submitting his response to the functional requirements in the Technical Bid, should thoroughly go through the instructions given by the Bank for filling up the Annexure 11 – Functional Requirements.

   a. The bank has classified each of the requirements as critical. The Bidder, in his response, is required to provide an appropriate score to each of the requirement as per the Scoring criteria tab of the Annexure 11 – Functional Requirements.

   b. Based on the bidder’s response, Bank shall evaluate the response and allot marks for the requirements. The bank, as a part of bid evaluation, will also request the bidder to make a presentation/Demo and during such presentation/demo will verify the responses of the bidder.

4. The bidders, before submitting his response to the Technical Requirements in the
Technical Bid, should thoroughly go through the instructions given by the Bank for filling up the Annexure 12 - Technical Specifications for ITMS

a. The bank has classified each of the requirements as critical. The bidder, in his response, is required to provide an appropriate score to each of the requirement as per the Scoring tab of the Annexure. Based on the bidder’s response, Bank shall evaluate the response and allot marks for the requirements. Under no circumstances, the bidder while giving their response should change the information furnished by the bank under technical, functional and other requirements in any of the columns.

5. The bidder’s response is to be submitted in sealed covers. The technical response is to be organized in a structured and neat manner.

12.1.2 Numbering of pages

1. All pages of the bid including Brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Technical Bid, and not section-wise.

2. The incomplete bid, conditional bid, bid not conforming to the terms and conditions, bid not submitted as per the terms of the RFP are liable for rejection by the Bank.

12.1.3 Authorized Signatory

1. The bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The bidder's authorized signatory shall authenticate by sign and seal, each page of the Bid in original and photocopies including brochures/ pamphlets/ write-up etc. Bids with eraser/over writing/cutting are liable to be rejected. If required, the corrections can be made by scoring out entries and writing afresh and the authorized signatory should authenticate.

12.1.4 Cost of preparing the Bids

1. The cost of preparing the response to this RFP will be the responsibility of the bidder and the Bank will not be liable for any cost incurred by the bidder.
12.1.5 Clarification on RFP document

1. Prospective bidders requiring any clarification with respect to this RFP may seek a clarification from Bank in writing.

2. The Bank may hold a pre-Bid meeting for any request or queries for clarification on the Bid documents, from the prospective Bidders. The Bank shall respond in writing via e-Mail/upload on website 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 events as mentioned in document control sheet. Further, the Bank may also respond by e-mail/upload on website to all clarifications, without identifying the source of the inquiry. The Bank shall not be responsible for any external agency delays in above communication.

3. Any clarification given by the Bank shall be final, conclusive and binding on the Bidders.

12.1.6 Pre-bid Meeting

1. The Bank will also hold a pre-bid meeting at the specified time and venue as per the schedule of events to clarify the queries raised by the bidders. No change in date and time will be entertained and the Bank will hold the meeting even if some bidders choose to be absent during the meeting. No individual consultation other than the pre-bid meeting shall be entertained.

2. No more clarifications other than those sought during or before the above meeting shall be entertained. No oral consultation other than during meeting is entertained.

3. The clarifications of the Bank including the queries raised by bidders would be sent to all the bidders and this is binding on all bidders and such clarifications will become part and parcel of RFP. The bidders must note to give their responses by taking the clarifications given by the bank also, into consideration.

4. The response to the bid should not carry any sections like clarifications, 'as orally told', to be discussed, interpretations and assumptions. With the submission of the Bid, the bidder acknowledges that they have carefully studied and understood the RFP in complete.

12.1.7 Addendum to RFP

1. The Bank may modify the RFP by issuing addenda for any reason, at any time prior or later to final date of submission of response to RFP. Any addenda to RFP shall be part
and parcel of original RFP document. The addenda will be hosted on the bank’s website and it will be binding on all the bidders.

12.1.8 Normalization of bids:
1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. The re-submissions can be requested by the Bank in the following two manners:
   a. Revised submissions of the entire bid in the whole
   b. Revised submissions for a part of the bid as necessary
2. The Bank can repeat this normalization process at every stage of bid submission till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

12.1.9 Language of Bid
1. Technical bid shall be submitted in English Language in font size of not less than 12 in two original sets along with the soft copies, as per this RFP.

12.1.10 Validity of Bids
1. The bids shall remain valid for a period of 6 months from the last date of opening of technical bids.
2. All responses including technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by the Bank, form part of the final contract between the Bank and the Successful Bidder.

12.1.11 Bid Prices
1. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
2. It may be noted that Bank will not pay any amount/ expenses/ charges/ fees/ travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the “Agreed Professional Fee”. It should be noted that the consultant if required by the Bank, has to travel to our offices located in and outside Mumbai. No separate reimbursement towards travel and other expense shall be made by the Bank.

3. The prices quoted should be valid for the period of the contract. Further, the prices quoted by the bidders shall remain fixed during the entire contract period and no increase of rates on any account will be allowed under any circumstances.

4. In the absence of above information, a bid may be considered incomplete and summarily rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

5. The price quoted by the bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and any other cost.

12.1.12 Firm Prices

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

12.1.13 Bidders Quote/Offer

1. All responses received after the due date/time would be considered late and would be rejected. All responses should be in English language.

2. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

3. The Bidders are required to quote for all the components mentioned in the Project Scope, and Objective of this document. In case any Bidders does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the technical details in the formats given along with this document duly filled in, along with the offer. The Bank reserves the right not to permit changes in the technical specifications and not to evaluate the offer in case of non-
submission of the technical details in the required format or partial submission of technical details.

4. Based on the Bank’s requirements as listed in this document, the Bidders should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the Bidder quotes for more than one solution (for example one quote for software x and another quote for software y) then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Bank to select from his offer. The Bidder is expected to select the best option and quote for the same in his offer.

5. Each offer should specify only a single optimal solution, which is cost-effective and meet the entire RFP specifications. It is the responsibility of the Bidder to decide the best suitable solution.

12.2 SUBMISSION OF BIDS

12.2.1 Bid in Sealed Covers

12.2.1.1 Technical Bid

1. The Technical Bid containing the response to both technical and functional response to this RFP is to be sealed in a separate envelope superscripted on the top of the cover as “Vendor selection for End-to-end Implementation of Integrated Treasury Management System with Market Risk (ITMS) - TECHNICAL BID”. (Envelope A)

2. The Commercial Bid shall be placed in a separate sealed envelope clearly marked as “Vendor selection for End-to-end Implementation of Integrated Treasury Management System with Market Risk (ITMS) - COMMERCIAL BID”. (Envelope B)

3. Both the envelopes carrying Technical Bid (envelope A) and Commercial Bid (envelope B) should then be put in a single outer cover and sealed. The cover should read REQUEST FOR PROPOSAL FOR END-TO-END IMPLEMENTATION OF INTEGRATED TREASURY MANAGEMENT SYSTEM WITH MARKET RISK against RFP No. XXX/XXX/RFP/XX-XX/XX
4. The Technical Bid must contain EMD of Rs 75,00,000/- in the form of DD/Pay order. Soft copy of the response to the technical bids should also be provided in MS excel/MS word. The soft copy to be placed in Technical Bid. The bidder should certify that the contents of the soft copy are same as that provided in hardcopy. In case of any discrepancies between the two, the bid is liable to be rejected or hardcopy will be relied upon for evaluation.

12.2.1.1.1 Overall Bid
1. The envelope containing both the Technical and Commercial bid is to be delivered to the address specified in the bank.
2. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

All the envelopes must be super-scribed with the following information:
   a. Type of Offer (Technical or Commercial)
   b. Reference Number (IDBI Bank – RFP No.)
   c. Due Date
   d. Name of Bidder
   e. Name of the Authorized Person and Contact Number

1. Each bidder shall submit only one proposal.
2. 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.
3. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of the Bid by the Bank. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
4. The bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and
conditions given in the Bid Documents, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the vendors.

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

6. The bid shall contain the full name of the competent authority, designation, address, and telephone no. (Mobile no. and landline), and e-mail id, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.

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

8. The Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which the Bank considers appropriate or deems fit. Any adjustments so made by the Bank shall be stated to the Bidder, if the Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of the Bank and shall be final, conclusive and binding on the Bidder.

9. The Bank also reserves the right to re-issue/re-commence the bid/ bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

10. The Bank reserves the sole right to itself for including any addendum to this entire bid process before opening of the bids. The bank’s decision shall be final and binding.
12.2.2 Earnest Money Deposit

1. The Bidder shall furnish earnest money deposit of INR 75,00,000/- (INR Seventy Five Lakhs Only) in the form of DD/Pay Order in favor of IDBI Bank Ltd. from any scheduled commercial Bank (other than IDBI Bank). No interest will be payable on EMD under any circumstances.

2. The Demand Draft for EMD should be placed in the Technical Bid cover only.

3. Submission of EMD in other than Technical bid cover is entirely at the risk of the bidder and in all such cases the bid is liable to be rejected on grounds of non-submission of EMD.

4. The Technical Bid will be evaluated only for those bidders who submit EMD in the same cover.

5. The EMD of other bidders will be returned upon the selected bidder signing the contract and furnishing the performance guarantee.

6. The EMD may be forfeited:
   a) If the Bidder withdraws its Bid during the period of Bid validity specified in the RFP or
   b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and or misleading at any point prior to signing of contract and such information/suppression is material in the opinion of the Bank or
   c) If the Bidder having been notified of the acceptance of his Bid by the Bank during the period of Bid validity;
      ▪ Fails or refuses to execute the Agreement, if required; or
      ▪ Fails or refuses to furnish the performance security, in accordance with the conditions of RFP.

12.2.3 Compliance Statement.

1. The Bidder shall certify the compliance of all clauses, terms conditions and specifications stipulated in RFP, as per Annexure 04 – Conformity Letter. Non-submission of duly filled & signed conformity letter will make the bid liable for rejection.
2. The bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause in **Annexure 00: Document Checklist** and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The bidder shall ensure correctness of referred page nos.

### 12.2.4 Organization of Bid

**12.2.4.1 TECHNICAL BID (in a sealed cover containing the following)**

Documents, other than the commercial bids, must be submitted in the following order as part of the response to the RFP.

**Following documents must be submitted as part of the Technical response to the RFP.**

1. Annexure 01 and Table of Contents- Duly signed by the authorized signatory
2. Letter with details of authorized signatories/Power of Attorney
3. Non-Disclosure Declaration on the bidder’s letter head
4. Application money DD- Cost of Application
5. Letter from other OEM (if applicable) as per Annexure 03
6. Conformity letter as per Annexure 04
7. Bid Undertaking letter as per Annexure 05
8. Demand Draft towards Earnest Money Deposit
9. Executive summary of bidder’s Response
10. Service Level Agreement as per Annexure 07
11. General Eligibility Criteria as per Annexure 09 along with Supporting documents
12. Bidder’s response to Hardware Sizing response as per Annexure 10
13. Bidder’s response to Functional requirements as per Annexure 11
14. Bidder’s response to Technical Requirements as per Annexure 12
15. Detailed Technical write up covering the Detailed Scope of Work
16. Bandwidth Requirement as per Annexure 15
17. Security Requirements as per Annexure 16
18. Vendor Experience as per Annexure 17
19. Project Team profiles and Project Team details as per Annexure 18
20. Post go-live support details as per Annexure 20
21. Information Security Declaration as per Annexure 06
22. Project management report
23. Document sheet/checklist as per Annexure 00
24. PO/Closure certificate as supporting documents for Past Experience
25. Any other information in general
26. Soft copy of the technical bid only
27. Two originals of all the documents submitted in the technical bid

12.2.4.2 COMMERCIAL BID (in a sealed cover containing the following)
1. Commercial Bid Undertaking as per Annexure 19
2. Commercial Bill of Materials as per Annexure 14

12.2.5 Delivery of Bids
1. The Bidder should submit the responses by hand at the designated address mentioned at the time and place specified in the Schedule of Events. Where the Bids are submitted by hand, the delivery of them may be made to any of the officers mentioned below in the schedule of event.
2. The Bidder should submit the responses by hand only at the designated address at the time and place specified in the Schedule of Events. The responses should not be submitted by post or by courier.
3. The bids, which are received after the above mentioned date and time, will be rejected by the bank.
4. Any bid delivered after the stipulated time will not be taken up for evaluation. The bids sent through post/courier will not be evaluated
5. The Bids shall be addressed to place as mentioned in the document at the time mentioned in schedule of event.

12.3 OPENING OF BIDS

12.3.1 Date of Opening of Technical Bids.
1. The Technical Bid shall be opened in the presence of bidders at the time and place specified in the Schedule of Events. The Bidder representative may be present during the Bid opening at our office address mentioned above well in time along with the authorization letter from the company.
2. The bidders may note that no further notice will be given in this regard. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise. The Bank however reserves the right to change the date & time for opening of Technical Bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by means of Post or Courier or telephone or fax or e-mail or telex or Bank’s website, etc. for enabling them to be present during the Bid opening.

3. During opening of Technical bid, the bidders’ authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.

4. After opening, the bidder’s names and the submission/non submission of application money, EMD, and such other details relating to the Bid will be announced.

5. The bids that are not accompanied with application money and EMD in Technical Bid shall be rejected.

6. The rejection or acceptance of the bid will be done only after evaluation at the discretion of the bank.

7. During evaluation of the bids the bank may seek from the bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the bidder shall be in writing.

12.3.2 Examination of Bids

1. The Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

2. If the bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

3. The Bidders at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Bidders shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.
4. Bank will only pay for items procured and used by the Bank. Bank will not pay or is not bound to pay for items not procured or used by the Bank. The Bidder cannot compel the Bank to procure or pay for items not desired by the Bank.

5. The Annexure 14 – Commercial Bill of Materials is an indicative list of items used for the purpose of bidder evaluation. The procurement of the items quoted by the Bidders in the Annexure 14 – Commercial Bill of Materials will be decided by the Bank based on the requirements from time to time during the period of the contract. The Bidder cannot compel the Bank to procure any or all the items quoted by them in Annexure 14 – Commercial Bill of Materials.

6. The Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder’s response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by the Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder’s response to this RFP.

7. During the preliminary examination, the Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

13 EVALUATION METHODOLOGY

1. The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meets the business requirements of the Bank. The Evaluation will be a three stage process:

   Phase 1: General Eligibility Criteria

   Phase 2: Technical Capability Evaluation

   Phase 3: Commercial Bid Evaluation

2. The bidders would be screened based on General Eligibility Criteria. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.
3. The Bidder needs to comply with all the eligibility criteria mentioned in Annexure 09- General Eligibility Criteria and provide supporting document/ copy of supporting documents for the same. Non-compliance to any of these criteria would result in outright rejection of the Bidder’s proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in “Annexure 09 – General Eligibility criteria”. Any credential detail mentioned in “Annexure 09 – General Eligibility criteria” and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

4. Post qualification of a Bidder on the basis of General Eligibility Criteria, bid would be evaluated on technical soundness. The evaluation shall be on the basis of quality of the solution & services offered.

5. On completion of the Technical Evaluation, the Bank will proceed to the Commercial Bid Evaluation. The commercial scores and technical score will be used to arrive at a total Techno-Commercial score for each bidder.

6. The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.

13.1 SCORING METHODOLOGY

Weights Assigned:

- Technical Capability Evaluation – 70%
- Commercial Bid Evaluation – 30%

The scores to be awarded to bidders for Phases 2 & 3 together to be referred to as the Techno-Commercial Score.

The higher the Techno-Commercial Score achieved by a bidder, the more suitable it is for selection as final vendor.
The scoring methodology is constituted of the below formula:

**Total Score of bidder = \((C_{\text{LOW}} / C) \times 0.3 + (T \times 0.7)\)**

Where:

- \(T\) = technical score for individual bidder
- \(C_{\text{LOW}}\) = lowest commercial quote value/score among all eligible bidders
- \(C\) = commercial quote value for individual bidder

### 13.2 Phase I: General Eligibility Criteria

The General Eligibility terms that the vendor has to comply with in order to qualify for the technical evaluation phase are listed below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Requirements have to be met by the Bidder Organization</th>
<th>Copy of documents to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Should be a Registered Company under Indian Companies Act 1956 Or Government Organization/ PSU / Limited Company/ Limited Liability Company/ Partnership Firm.</td>
<td>Certificate of Incorporation</td>
</tr>
<tr>
<td>2</td>
<td>Bidder should have been in existence for a minimum period of 5 (five) years in India as on date of submission of response.</td>
<td>Certificate of Incorporation</td>
</tr>
<tr>
<td>3</td>
<td>The Bidder should have an average turnover of at least INR 500 Cr (Five Hundred Crores) globally in last three financial years (i.e. 2016-17, 2015-16 and 2014-15.</td>
<td>Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last 3 financial years OR Certificate from Bidder’s Statutory Auditor in original for the last 3 financial years.</td>
</tr>
<tr>
<td>4</td>
<td>The Bidder should be a profit making company in three consecutive financial years (2016-17, 2015-16 and 2014-15)</td>
<td>Certified copies of audited Financial statements for three consecutive financial years</td>
</tr>
<tr>
<td></td>
<td>Requirement</td>
<td>Submission</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should be a valid ISO 9000 standard certification holder company or should have CMMI Level 5 certification.</td>
<td>Relevant Certificate</td>
</tr>
<tr>
<td>6</td>
<td>The Bidder and OEM should not have been blacklisted by IBA/ RBI/Govt./Public Sector Undertakings during the last three years and the said disability is in force.</td>
<td>Undertaking letter/ Confirmation letter from the participating Bidder on their official letter head duly signed by the authorized signatory in original</td>
</tr>
<tr>
<td>7</td>
<td>The Bidder should have experience in providing the post go-live services for ITMS for an Indian or global bank with an annual revenue of minimum INR 15000 Crore.</td>
<td>Relevant credential letter</td>
</tr>
<tr>
<td>8</td>
<td>The firm can be a software Bidder (OEM) who owns the Intellectual Property Rights (IPR) of the proposed solutions or can be a System Integrator (SI), who is authorized by an OEM to propose and implement the proposed solutions and conduct necessary customization/parameterization.</td>
<td>MAF letter from OEM</td>
</tr>
<tr>
<td>9</td>
<td>The Bidder/OEM should have a staff of minimum 100 (one hundred) people to support customization, installation, implementation, integration and periodic maintenance of the proposed ITMS.</td>
<td>An undertaking with details of the resources allocated for ITMS to be submitted.</td>
</tr>
<tr>
<td>10</td>
<td>The proposed solution shall be categorized as the leader Gartner’s Magic Quadrant in the latest published report. The proposed Market risk software must be positioned as “Leaders” in Gartner/Forrester/Chartis/Celent or any other globally recognized body report in the latest published report.</td>
<td>Gartner’s magic quadrant</td>
</tr>
</tbody>
</table>
The Bidder/OEM should have experience with supply, installation, customization, integration, training and maintenance of ITMS in the following: One international bank/financial institution (annual revenue of INR 1 Lac crore or equivalent) Or One scheduled commercial bank (minimum annual revenue of INR 15000 crore or balance sheet of 1.5 lac crore) based in India.

The ITMS application should have been implemented in the following: One international bank/financial institution (annual revenue of INR 1 Lac crore or equivalent) Or One scheduled commercial bank (minimum annual revenue of INR 15000 crore or balance sheet of 1.5 lac crore) based in India.

Note: Duly signed provisional balance sheet may be accepted, if audited financial is not available of FY 16-17.

**13.3 Phase 2: Technical Capability Evaluation**

All vendors that qualify the General Eligibility phase will be evaluated as per a combination of Technical & Commercial Qualifications as mentioned in the ‘Scoring Methodology’.

The specifications are mentioned below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameters</th>
<th>Overall Weightage</th>
<th>Technical Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Past Experience</td>
<td>15%</td>
<td>70% *</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Team Composition</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Functional and Technical Features**</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Product Demonstration#</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Approach and Methodology including Bidder presentation</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Site Visits /Telephonic Conversation with vendor references</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

Points to be noted:

1. Minimum Technical score– The bidders need to achieve the minimum cutoff marks for the above stated technical capability evaluation.

2. *The bidder to score a minimum of 70% marks under Technical Capability Evaluation to be qualified for further evaluation. In case three or more bidders fail to achieve 70% or more, IDBI bank reserves the right to reduce the minimum Technical eligibility to 60%. In case three or more bidders fail to achieve 60% marks, IDBI Bank reserves the right to further reduce the minimum technical eligibility to 50%.

3. **Scoring Methodology for Functional Requirements/Technical Requirement**: All functional requirements are segregated into different categories depending on availability or non-availability. Technical requirements shall be scored based on availability/Unavailability of the feature.

4. **Bidder to score minimum 50% in each of the sections (i.e. General Requirements, Front Office, Back Office, Product Requirements, etc.) detailed in Annexure 11-Functional Requirements.**

5. The Bidder should provide response for 100% of line items mentioned as technical and functional requirements. Otherwise, the line items will be treated as unavailable.
6. The bidder has to note that all the requirements mentioned in the RFP are mandatory and have to be implemented by the bidder at no additional cost. For the functionalities currently unavailable, the bidder has to customize the ITMS and make the functionality available to the Bank at no additional cost.

7. Product demonstration will be carried out by the bidder based on scenarios provided by the Bank. If the bidder is unable to demonstrate the functionality (during the product demonstration) marked as available in the RFP response, those components will be evaluated as unavailable for functional and technical feature evaluation.

### Past Experience

<table>
<thead>
<tr>
<th>The Proposed ITMS should have been implemented in:</th>
<th>I. 3 or more banks/5 or more FIs – 5 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scheduled Commercial Bank/Financial Institution (FI) in India having an annual revenue of more than 15,000 Crore OR</td>
<td>II. 2 (two) banks/4 FIs – 3 marks</td>
</tr>
<tr>
<td>2. Global bank/financial institution having an annual revenue equal or more than 1 lakh Crore</td>
<td>III. Less than 2 banks/Less than 4 FIs – 1 mark</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Bidder should have implemented the proposed ITMS for:</th>
<th>I. 1 or more banks/3 or More FIs – 5 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scheduled Commercial Bank/Financial Institution in India having an annual revenue equal or more than 15,000 Crore OR</td>
<td>II. Less than 1 bank/Less than 3 FIs – 0 (Zero) marks</td>
</tr>
<tr>
<td>2. Global bank/financial institution having an annual business mix equal or more than 1 Lakh Crore</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The bidder should have provided the helpdesk services for management and maintenance of the ITMS applications in a scheduled commercial bank with minimum of 5 agents.</th>
<th>L1 Support Agents for 3 or more banks – 5 marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>L1 Support Agents for 2 or less banks – 2 marks</td>
</tr>
</tbody>
</table>
The Bidder has to provide Purchase Order and Completion certificate of the assignments as supporting documents for proof of past experience.

### Team Composition

<table>
<thead>
<tr>
<th>Area</th>
<th>Resource Level</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
</table>
| Project Management    | Project Director | Should have minimum 15 (fifteen) years of experience in Project Management and should have executed at least 2 (two) projects for ITMS in bank/financial institution globally or in India as Project Manager | ○ 15 (fifteen) years of experience in Project Management – 5 (five) points  
○ PMP/Prince 2 certified – 5 (five) points  
○ Executed at least 2 (two) ITMS implementation projects as Project Manager – 5 (five) points |
| ITMS                  | Project Manager | Should have minimum 10 (ten) years of experience in Project Management and must have executed at least 1 (one) project for ITMS implementation in bank/financial institution globally or in India as Project Manager | ○ 10 (ten) years of experience in Project Management – 5 (five) Points  
○ Executed at least 1 (one) ITMS implementation project as Project Manager – 5 (five) points |
| Team Leaders          |                | Should have minimum 7 (seven) years of experience in ITMS implementation with minimum 2 (two) years of implementation experience on proposed                                                                 | ○ 5 (five) points for experience in 2 (two) ITMS implementations and more than 1 (one) resource proposed  
○ 3 (three) points for |

IDBI /PCELL/ RFP/2017-18 /004 dated 17th May 2017  
Page 84 of 134
IDBI Bank Limited  RFP FOR END-TO-END IMPLEMENTATION OF ITMS WITH MARKET RISK

<table>
<thead>
<tr>
<th>Team Members</th>
<th>ITMS implementation experience in 1 (one) ITMS implementation and 1 (one) resource proposed</th>
</tr>
</thead>
</table>

- Should have minimum 3 (three) years of experience in ITMS implementation with minimum 1 year implementation experience on proposed ITMS implementation:
  - 5 (five) marks for more than 5 (five) resources proposed having relevant experience
  - 2 (two) marks for more than 3 & less than 5 (five) resources proposed having relevant experience

Maximum Marks: 40

5% of the score obtained by the bidder will be considered as per the Technical Capability evaluation Phase II (If any bidder scores 40 marks, he will get 5 marks considering 100% weightage)

13.4 Commercial Bid Evaluation

Commercial comparison will be done with reference to the Commercial Bid submitted by the vendors in the format specified in Annexure 14.

The parameters for commercial comparison are listed below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Application cost and other related software</td>
<td>Should include License Type, concurrent users supported, Unit Rate etc.</td>
</tr>
<tr>
<td>2</td>
<td>Implementation Cost</td>
<td>Should quote the implementation cost for all the features and components mentioned in Annexure 11-Functional</td>
</tr>
</tbody>
</table>
### Requirements

<table>
<thead>
<tr>
<th></th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ATS and AMC cost (Ongoing)</td>
</tr>
<tr>
<td></td>
<td>Should include commercial quote for Annual Technical Support for Software and AMC for hardware</td>
</tr>
<tr>
<td>3</td>
<td>Helpdesk and Post implementation support cost (Ongoing)</td>
</tr>
<tr>
<td></td>
<td>Should include commercial quote for personnel to be deployed for Facility Management and L1, L2 and L3 support. The bidder is expected to propose the number of resources for L1/L2, L3 support, but the bank shall be using 30, 15 as total number of resources for L1/L2, L3 respectively for Total Cost of Ownership Calculation.</td>
</tr>
<tr>
<td>4</td>
<td>Hardware and operating system Cost</td>
</tr>
<tr>
<td></td>
<td>The cost has to be provided for hardware and operating system</td>
</tr>
<tr>
<td>5</td>
<td>Database Cost</td>
</tr>
<tr>
<td></td>
<td>Bidder has to quote the Database cost</td>
</tr>
</tbody>
</table>

### 14 PAYMENT TERMS

1. The term of the contract will be five years. The Successful Bidder should provide hardware which is adequately sized as per the requirements of the Bank.

2. However, if it is found that the hardware is not sized adequately or the hardware utilization goes beyond the threshold limit of 70%, the Successful Bidder has to provide additional hardware at no additional cost to meet the performance parameters set by the Bank. The Successful Bidder must accept the payment terms proposed by the Bank as proposed in the RFP.

3. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD/compliance of Service Levels defined in the RFP document.

### 14.1 PROCEDURE FOR CLAIMING PAYMENTS

1. The Successful bidder’s requests for payment shall be made to the Bank in writing accompanied by Original Invoice detailing the systems, software delivered, installed and
accepted by the Bank.

2. The payments shall be made within 30 days from the date of receipt of valid claims that are supported by original invoice, original Proof of Delivery (POD), acceptance by the bank and upon fulfillment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated.

3. On receiving each payment, the Successful Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by the Bank. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Successful Bidder therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

4. Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder and also on submission of performance guarantee as per Appendix 03.

5. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

   a) The Bidder must accept the payment terms proposed by the bank.

   b) Implementation charges will be paid by the Bank based on the milestones, as defined for the initial go-live and the recurring charges will be payable quarterly based on the usage.

   c) Penalties as per breach of Service levels shall be calculated as per SLA terms.

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

   e) The fees payable by the Bank to Bidder shall be inclusive of all costs such as insurance, custom duties, levies, cess, transportation, installation, (collectively
referred to as “Taxes” and to be segregated in a different column along with information on the rates applicable) that may be levied, imposed, charged or incurred and the Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable. The Bidder shall quote a combined cost inclusive of all these taxes in Annexure 14 – Commercial BOM. The Bidder will need to provide the details for the tax rates as considered in the pricing. This will be used for subsequent tax changes, if any. Any benefit of downward revision of taxes will need to be passed on to the Bank and Bank will compensate the Bidder for upward revision of taxes.

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

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

h) All out of pocket expenses, traveling, boarding and lodging expenses for the entire Term of this project and subsequent agreement is included in the amounts quoted in Annexure 14 – Commercial Bill of materials and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

i) This RFP asks for unit level prices in Annexure 14 – Commercial BOM and these prices are valid for the tenure of the contract. The Bank needs to pay only if they buy the respective line items. These same prices will be applicable if the Bank has to procure additional quantities.
j) The scope of work is divided in different areas and the payment would be linked to delivery, acceptance and signoff by the respective Bank official of each area as explained below with reference to the Annexure 14 – Commercial BOM

k) All ATS/AMC cost would be paid quarterly in advance by the Bank.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>% of Payment</th>
<th>Stages (On completion of the activities)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware, Operating System and other related software</td>
<td>50%</td>
<td>On Delivery, submission of invoice and other documents.</td>
</tr>
<tr>
<td></td>
<td>40%</td>
<td>On successful Installation, commissioning and acceptance and other documents and installation</td>
</tr>
<tr>
<td></td>
<td>10%</td>
<td>6 months post completion of go-live.</td>
</tr>
<tr>
<td>Database</td>
<td>100%</td>
<td>On successful installation and commissioning of the Database systems and submission of all relevant documents.</td>
</tr>
<tr>
<td>ITMS license and other related software</td>
<td>50%</td>
<td>Delivery and installation of license for Training, UAT and development instance and submission of proof of Delivery and all relevant documents.</td>
</tr>
<tr>
<td></td>
<td>40%</td>
<td>Delivery of Production instance and on submission of proof of Delivery and successful Go-live.</td>
</tr>
<tr>
<td>Implementation cost</td>
<td>10%</td>
<td>Six months after successful go-live</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----</td>
<td>----------------------------------</td>
</tr>
<tr>
<td></td>
<td>20%</td>
<td>Delivery and installation of Base version of application software.</td>
</tr>
<tr>
<td></td>
<td>10%</td>
<td>On successful completion of current state assessment, gap analysis, functional and system specification definition and signoff</td>
</tr>
<tr>
<td></td>
<td>10%</td>
<td>On completion of configuration, development and deployment of complete solution for UAT along with the Standard Operating procedures</td>
</tr>
<tr>
<td></td>
<td>10%</td>
<td>Successful UAT signoff</td>
</tr>
<tr>
<td></td>
<td>20%</td>
<td>After Migration, parallel run and go-live</td>
</tr>
<tr>
<td></td>
<td>20%</td>
<td>Six months after successful go-live</td>
</tr>
<tr>
<td></td>
<td>10%</td>
<td>After a period of 1 year of successful go-live</td>
</tr>
</tbody>
</table>

<p>| AMC/ATS             | 100%(Quarterly In advance ) | The AMC/ATS shall commence on completion of the warranty period (3 years for hardware and One year for software/services). |</p>
<table>
<thead>
<tr>
<th>Helpdesk services support</th>
<th>The facilities management costs towards helpdesk services will therefore commence after successful go-live. The amount shall be paid on the basis of services availed (depending on the duration for which the resources were deployed). The payment will be made quarterly in arrears</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escrow</td>
<td>Mutually agreed terms</td>
</tr>
</tbody>
</table>
15 LIQUIDATION DAMAGES

1. IDBI bank expects that the Bidder complete the scope of the project within the timeframe specified. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the Liquidated Damages clause. The proposed rate of Liquidated Damages would be 0.5% of the entire project cost/TCO per fortnight of delay or non-compliance. Bank at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

2. Thereafter, at the discretion of the Bank, the contract may be cancelled. Bank also has the right to invoke the Performance Guarantee. Liquidated Damages on delay will be applicable when the delay is not attributable to the Bank and is attributable to the Bidder.

3. Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the Liquidated Damages clause.

4. The Bidder agrees, confirms and acknowledges that, the aforesaid amount represents a reasonable assessment made by the Bidder and the Bank of the damages likely to be caused to Bank owing to such breach on the part of the Bidder, and therefore, represents the size of the liquidated damages payable by the Bidder to Bank. The Bidder agrees, confirms and acknowledges that the aforesaid amount is not in the nature of “penalty”.

5. If the Successful Bidder fails:
   a) to deliver any or all software; or
   b) to complete the installation and commissioning as per the time schedule given in RFP; or
   c) to commence services within the time specified as per the terms of the RFP; or
   d) to perform the services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or
   e) to maintain the uptime of the solution/component of the solution;

6. The Bank shall without prejudice to its other rights and remedies under and in accordance with the terms of the RFP levy liquidated damages from payments due to the Successful Bidder.

7. Inability of the Successful Bidder either to provide the requirements as per scope or to...
meet the timelines as specified would attract liquidated damages.

**For calculation of Liquidated Damages.**

**DURING IMPLEMENTATION:**

1. The project contract price for calculation of LD is the order value excluding AMC/ATS charges and facilities management charges.

2. The overall LD during implementation will be to a maximum of 10% of the contract value.
   a) If the Successful Bidder fails to complete installation/implementation after delivery of the hardware as per the timelines for each phase prescribed in the RFP; or
   b) If the Successful Bidder fails to install and implement Software proposed as per the timelines for each phase prescribed in the RFP; or
   c) If the Successful Bidder fails to provide customizations of software and applications as provided in his response or the gap found during evaluation, the bank would impose liquidated damages at the rate of 0.5% of order value of respective deliverable including installation & implementation charges as applicable for each calendar week of delay or part thereof.
   d) If the Successful Bidder fails to deliver end user requirements as per the scope under each phase the bank would impose liquidated damages at the rate of 0.5% of project contract price for each calendar week of delay or part thereof. If the Successful Bidder fails to commence helpdesk and managed services as per the timelines stipulated in the RFP then the bank would impose liquidated damages at the rate of 0.5% of order value of the respective services for each calendar week of delay or part thereof.

4. For the purpose of liquidated damages scheduled completion date will be taken as date of issuance of acceptance certificate / sign off.

5. This would be in addition to any penalties levied on account of the system not meeting the defined service levels.

6. The Bank will use the hardware delivery schedule and project schedule provided by the Successful Bidder as part of the RFP response for applying the Liquidity Damages clauses.

7. After acceptance of product (Hardware & Software), if during usage in production any malfunctioning is noticed, the Successful Bidder, within a reasonable timeframe as per the terms of the RFP, shall rectify/replace the same to comply with the specifications
requirements, failing which, the Bank shall impose liquidated damages equivalent to a sum of one half of one percent (0.5%) of the cost of non-performing product. However the cap for LD is 5% of cost of non-performing product.

8. At any point during the Contract period the Resources allocated to the project for implementation, helpdesk, resources for testing, resources for managed services, Domain experts, any other representative proposed by the bidder should have adequate and relevant work experience in the relevant areas. The Bank has the right to review and reject resources whose competency levels are below expectations. On request by the Bank the bidder has to produce details as per Annexure 18 - Project Team profiles for the resources allocated to the project. In the event of non-adherence to the request of submitting profiles of the resources and obtaining Bank’s approval or failure of the bidder to replace rejected resources with required competency expectations, the Bank shall impose liquidated damages equivalent to a sum of one half of one percent (0.5%) per week for each calendar week of delay or part thereof, of the implementation cost during implementation period and a sum of one half of one percent (0.5%) per week for each calendar week of delay or part thereof, of the total of FM Manpower cost implementation of the RFP till all the obligations of the bidder are met.

**POST IMPLEMENTATION:**

Post implementation, liquidated damages will be levied for non-compliance to the uptime requirements. The intent of prescribing LD for uptime is with the view to ensure high availability of services at all times to the Bank. The overall LD post implementation period will be to a maximum of 10% of the AMC/ATS payable.

**16 TERMS AND CONDITIONS**

1. The Bidder is expected to propose all the activities mentioned under “Scope of work”, “Bidder Responsibility” and “Project implementation and Methodology”. These activities include procurement of hardware components (servers along with their installation), procurement of Software licenses (database, operating system, application license, along with installation, implementation), rendering of Services like Helpdesk, Facilities Management, etc. However, IDBI bank reserves the right to choose the components (Services, Software like RDBMS and Operating System, Hardware or the combination of the three) to be procured by the bank. Accordingly, the Terms specific only to those
components shall form a part of the contract. It should also be noted that IDBI bank will only pay for the services procured and used by the bank.

2. The Bidder, from time to time during the period of the contract, should provide price benefits to the bank, in the event that the prices of any proposed items or Services have reduced. Such price benefits would be discussed mutually by the bank and the Bidder. In the event the Bidder does not offer the price benefit to the bank, the bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.

3. Bidder to note the following:

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

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

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

1. The vendor hereby indemnifies the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, agents and representatives (hereinafter collectively referred to as “Personnel”) save and harmless from and against any and all losses, liabilities, claims, actions, charges, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

   a) Bank’s authorized / bona-fide use of the Deliverables and/or the Services provided by vendor under this RFP; and/or
   
   b) An act or omission of the vendor, including its employees, agents, subcontractors in the performance of the obligations of the vendor under this RFP; and/or
   
   c) Claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the vendor, against the Bank; and/or
   
   d) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the vendor under this RFP; and/or
   
   e) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
   
   f) Breach of confidentiality obligations of the Bank contained in this RFP; and/or
   
   g) Negligence or gross misconduct attributable to the vendor or its employees or subcontractors.

2. If advised by the Bank, the vendor shall at its own cost and expenses defend and settle any claim, litigations, suits, judgments, actions against the Bank.

3. The vendor shall compensate the Bank for such financial loss, direct, suffered by the Bank if the vendor fails to fix bugs and/or provide the modifications / enhancements / customization as required by the Bank as per the terms and conditions of this RFP and subsequent Agreement and to meet the service levels.

4. The provisions under this clause shall survive the termination of the Contract.
16.1.1 Limitation of Liability

1. The Parties acknowledge that circumstances may arise where on account of a breach by vendor of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from vendor.

2. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the vendor as part of this RFP. The Bank may be entitled to damages from vendor on account of this.

In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

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

   a) Procure the unrestricted right for the Bank to continue using and receiving the same; or

   b) Make or procure on Bank’s behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP; or

   c) Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.

4. If vendor is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the vendor.

Extension of Contract Post Expiry

1. Considering the effort and investments required in the arrangement, and the complexities involved in the project and other relevant factors, the Bank has the option of revisiting or renewing the arrangement after the expiry of the contract period, on mutually agreed
terms. However, vendor has no right to claim renewal or extension of the contract beyond the contract period.

**Reduction of prices**

1. The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the System Integrator and the Bank will cause cessation of services.

**16.2 TERMINATION OF CONTRACT**

The Bank reserves the right to terminate the contract placed on the vendor in the following circumstances:

1. The vendor commits a breach of the terms and conditions of the Bid/Contract and fails to remedy such breach for a period of 30 days, following receipt of written notice from the Bank specifying the breach or breaches set out below:
   a) Failure to furnish the performance guarantee within the time stipulated in RFP.
   b) Delay or deficiency in the completion or implementation of the Project or any activity contemplated under this RFP and subsequent Contract within the applicable times schedules.
   c) Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise.
   d) Serious discrepancy in the quality of service / hardware / software expected during the implementation, rollout and subsequent maintenance process.
   e) An Insolvency Event occurs in relation to the vendor or it ceases to carry on its business or substantially the whole of its business; or
   f) There is a change of control of the vendor (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the vendor) and the person or persons acquiring control of the vendor are persons whom Bank reasonably consider to be competitors of Bank or organizations about which Bank has reasonable grounds for
believing will not be able to meet the material obligations contained in the bid/contract.

g) Breach of terms of Contract by the vendor which in the opinion of the Bank is material.

The Bank also reserves the right to cancel the AMC or ATS and terminate the respective agreements for the same, if the Services provided by the vendor are not satisfactory and recover any payment made by the Bank for the provision of AMC or ATS, not rendered to the Bank. In the event of any deficiency, defect or inadequacy of the Deliverables or Services, provided by vendor to the Bank, the Bank can call upon the vendor to procure the same or similar Deliverables or Services, from alternative sources at the risk, cost and responsibility of vendor. In the event of failure of vendor to remove or rectify the deficiency, defect or inadequacy of the Deliverables or Services, to the satisfaction of the Bank, the Bank reserves the right to procure the same or similar Deliverables or Services from alternative sources at the risk, cost and responsibility of vendor. In addition, the vendor will have to bear excess costs up to 15% of the undelivered/defective goods and services.

2. In the event that vendor does not perform satisfactorily or there is a delay in the performance of its obligations under the bid, the RFP, the AMC or the ATS, the Bank reserves the right to source the remainder of the Deliverables and Services from another entity of its choice by giving three months’ notice of the same to vendor. In the event of a termination of the contract by Bank in accordance with the above terms, vendor shall fully compensate the Bank for any expenditure incurred by the Bank in executing or obtaining the execution of the remainder of the Project.

3. In the event of a termination of the Contract by the Bank, vendor shall do all such acts or deeds as may be required to fully compensate the Bank for all expenditure incurred by the Bank in executing or obtaining the execution of the Project, till such time of termination and for any removal and / or relocation that may be required by the Bank following such termination. The Bank shall not bear any liability in this regard. If the agreement is cancelled during the term of the AMC or ATS, if contracted, the Bank shall deduct payment on pro-rata basis for the unexpired period of the Contract.
4. In the event of the Bank communicating its intention to terminate the Contract, vendor shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Post Go-live support, Facilities Management, support and maintenance for the Deliverables for a period up to six months following notice of intention to termination, until such time that the Bank indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.

16.2.1 Other Rights or Remedies
1. Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the RFP and the subsequent Agreement including the invocation of the performance guarantees by the Bank, and does not affect any accrued rights or liabilities of either Party at the date of termination.

16.2.2 Effects of Termination
1. Notwithstanding termination of the RFP and the subsequent contract in whole or in respect of any parts of the Services and/or Deliverables for any reason, the contract continues to be in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination; and

2. Where Bank terminates any Part of the Services and/or Deliverables, the Parties shall continue to perform their respective obligations under the contract in connection with that portion of the Services and/or Deliverables in respect of which there has been no termination.

16.3 Consequence of Termination
1. If Bank terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to vendor as a result of such termination, other than:
   a) the Charges or any other amounts due to vendor up to the date of termination;
   b) amounts payable for any Services already performed at the date of the termination;
   c) amounts payable for Services yet to be performed but which the parties agree not to terminate;
d) in the event of partial termination, amounts payable for other portions of the Project and

e) The Reverse Transition Fees payable as per reverse transition plan subject to Reverse Transition Services being provided to the satisfaction of the bank.

2. In case of any loss or damage due to default on the part of the vendor in performing any of its obligations with regard to executing the Service(s) under the Contract/Agreement, the vendor shall compensate Bank for any such loss, damages or other costs, incurred by Bank. Additionally, the sub vendor and 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 third parties shall continue to perform all/any functions as stipulated by Bank and as may be proper and necessary to execute the service(s) under the Contract/Agreement in terms of the Bid and the Contract/Agreement.

3. 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], Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the vendor 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 to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the Contract/Agreement.

4. 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 Bank, the vendor herein shall be obliged to provide all such assistance to the next successor vendor or any other person as may be required and as Bank may specify 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.

5. Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.
6. 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.

7. The vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the vendor for the tenure of this tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, and only after completion of the vendor’s obligations under a reverse transition mechanism. During this period of Reverse Transition, the vendor shall continue to provide the Deliverables and the Services in accordance with this tender and subsequent Agreement and shall maintain the agreed Service levels.

8. Upon Bank’s request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the vendor, being used by vendor to provide the Services and (ii) the assignable agreements, vendor shall, use its reasonable commercial endeavors to transfer or assign such agreements and vendor Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

9. Upon Bank’s request in writing, vendor shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by vendor to perform the Services free and clear of all liens, security interests, or other encumbrances.

10. As part of Reverse Transition Services, Bank shall have the right, and vendor shall not object to or interfere with such right, to contract directly with any vendor’s subcontractor.

11. Procedure for transition and migrating to the new System Integrator is as follows:
   - Time frame for parallel run
   - Skill transfer mechanism and in specific cases the human resources requirement
   - Reverse Transition Plan

12. Reverse Transition Services are the services provided by vendor to Bank during the reverse transition period which will start after completion of period of contract to facilitate an orderly transfer of the Services to Bank or to an alternative third party service provider nominated by Bank. Where Bank elects to transfer responsibility for service delivery to multiple Bidders, Bank will nominate a services provider who will be
responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

13. The Reverse Transition Services, to be provided by the vendor to the Bank shall include the following:

a) **Software**: The vendor shall ensure that all Software Vendors shall enter into separate annual maintenance agreements for maintenance of their respective Software provided under this RFP and subsequent contract, upon commercially reasonable terms and conditions as available currently to the vendor or better than the same. The vendor shall provide appropriate training to the Bank’s personnel and should enable them to maintain the Software provided under this RFP and subsequent contract. Vendor shall ensure that if any data migration is required, the same shall be carried by the vendor and a handover to be provided for the smooth transition of the operations.

b) **Hardware**: The vendor shall provide a list of sub-contractors used by the vendor for maintaining the hardware (including inter alia, servers, PC’s, networking, switches, routers etc.) under this RFP and subsequent contract and shall ensure that all such sub-contractors shall enter into separate annual maintenance agreements for maintenance of the hardware maintained under this RFP and subsequent contract, upon commercially reasonable terms and conditions as available currently to the vendor or better than the same.

c) **Knowledge transfer**: The vendor shall provide such necessary information, documentation to the Bank or its assignee, for the effective management and maintenance of the Deliverables under this RFP. Vendor shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by vendor’s Intellectual Property Rights of this RFP and shall include:

   - Operational run book for ITMS
   - Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party Vendors that have been directly relevant to the provision of the Services and that may be the subject of a request by Bank or the replacement service provider for assignment, cancellation or renovation.

d) Parallel Run: The vendor agrees that the parallel-run shall continue for a period of 15 days, during which the vendor shall adequately supervise the hand-over of the various components of the vendor’s functions under this RFP.

Vendor must consult with Bank on any Third Party Contracts between vendor and Third Parties that are necessary or useful for Bank or a Third Party to perform the Services and arrange for transfer or assignment of such Third Party Contracts that Bank wishes to have transferred or assigned to Bank or a Third Party designated by Bank on commercially reasonable terms mutually acceptable to both Parties.

e) Warranties: All the warranties held by or in the name of the vendor shall be assigned or transferred “As Is” in the name of the Bank. The vendor shall execute any and all such documents as may be necessary in this regard.

The Parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.

Vendor shall provide all other Services as may be agreed by the Parties in connection with the Reverse Transition Services. However, in case any other services, in addition to the above are needed, the same shall be scoped & priced. Reverse Transition Services shall be charged based on vendor’s then current time and materials rates.

The vendor recognizes that considering the enormity of the Assignment, the Transition Services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the Services provided by the vendor under this tender and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever.

16.4 COMPLIANCE WITH LAWS

1. Compliance with all applicable laws: The vendor shall observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their
obligations towards them and all purposes of this RFP and shall indemnify, keep
indemnified, hold harmless, defend and protect the Bank and its employees/officers/
staff/personnel/representatives/agents from any failure or omission on its part to do so
and against all claims or demands of liability and all consequences that may occur or arise
for any default or failure on its part to conform or comply with the above and all other
statutory obligations arising there from.

2. Compliance in obtaining approvals/permissions/licenses: The vendor shall promptly and
timely obtain all such consents, permissions, approvals, licenses, etc., as may be
necessary or required for any of the purposes of this project or for the conduct of their
own business under any applicable Law, Government Regulation/Guidelines and shall
keep the same valid and in force during the term of the project, and in the event of any
failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend,
protect and fully compensate the Bank and its employees/officers/staff/personnel/
representatives/agents from and against all claims or demands of liability and all
consequences that may occur or arise for any default or failure on its part to conform or
comply with the above and all other statutory obligations arising there from and the Bank
will give notice of any such claim or demand of liability within reasonable time to the
vendor.

3. This indemnification is only a remedy for the Bank. The vendor is not absolved from its
responsibility of complying with the statutory obligations as specified above. Indemnity
would exclude indirect, consequential and incidental damages. However indemnity would
cover damages, loss or liabilities suffered by the Bank arising out of claims made by its
customers and/or regulatory authorities.

16.5 ASSIGNMENT

1. The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and
or obligations under this RFP and subsequent Agreement to any entity including vendor’s
affiliate without the prior written consent of the Bank.

2. The vendor will ensure that the resources assigned to the project will not be replaced
without obtaining the prior written permission of the Bank. In case the resources are
replaced under unavoidable circumstances, the vendor will provide a written notice of one
month in advance to the Bank and will make available an equal or more qualified replacement.

3. The Vendor agrees that unless otherwise specified by the bank in writing, the entire implementation will be carried out of the bank’s premises.

4. Vendor agrees to plan for adequate resources for activities and ensures that there shall be minimum overlap of responsibilities amongst the assigned project resources.

5. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addenda), the vendor agrees to upgrade, modify or replace the solution within the agreed contract price.

6. The vendor and OEM ensure that these resources are on the ground in the project on a full time onsite basis. The bank may verify the same through a review of resumes by reviewing the details of National Skills Registry ID (maintained by NASSCOM) and organizational photo id, timesheets or by taking an undertaking from the vendor & OEM and any other means necessary.

7. In case of any change in the constitution of the Bank, including but not limited to merger, amalgamation, take over, consolidation etc. whether by operation of law or otherwise, the RFP and subsequent agreement shall continue with the successor entity as if it was the original party thereto. Further, the Bank shall be entitled to assign/transfer whole or part of the rights under the RFP and subsequent agreement with written notice to vendor and no consent of /from vendor shall be necessary, and the assignment shall be binding on vendor from the date of such notice.

16.6 INSURANCE

1. The vendor shall procure insurance coverage to include comprehensive general liability insurance, third party accident insurance, personal insurance of the vendor personnel and all risk property insurance in respect of the Deliverables and the Services provided by the vendor under this RFP and subsequent Agreement to insure the Deliverables and the Bank against losses arising out of this RFP and subsequent Agreement and such insurance shall be valid throughout the period of the contract and pay all premium and other sums payable for that purpose. The insurance policies shall be taken in the joint names of
vendor and the Bank. The vendor shall cause its insurers to issue certificates of insurance evidencing that the coverage and policy endorsements required under this RFP are maintained in force and that not less than thirty (30) days’ written notice shall be given to the Bank prior to its expiry. Any modification or cancellation of the insurance policies shall be done only with the prior written consent of the Bank. The vendor shall provide copies of the insurance certificates to the Bank. The insurers selected by the vendor shall be of good standing and authorized to conduct business in all jurisdictions in which this tender and subsequent Agreement is to be performed.

2. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage, the vendor shall be solely responsible to take such action. The vendor shall provide the Bank with contemporaneous notice and with any other information that the Bank may request regarding such event. The Bank shall provide to the vendor reasonable assistance and co-operation, at the vendor’s expense, with respect to any insurance claim. The vendor shall not hold the Bank responsible for rejection of the insurance claims of the vendor by the insurer.

3. The vendor’s obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the vendor’s other obligations hereunder, and the vendor’s liability to the Bank shall not be limited to the amount of coverage required hereunder.

16.7 INSPECTION OF RECORDS

1. All vendor records with respect to any matters covered by this RFP and subsequent agreement shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The Bank may demand and upon such demand being made, Bank 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 Services. Bank may appoint an auditor, who would conduct the necessary audit and submit its findings to the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Any deviations or contravention identified as a result of such
audit/assessment would need to be rectified by the vendor. The vendor’s records and sites managed for the Bank shall also be subject to Regulator/Bank inspection. Such audit should not be conducted more than once a year. The designees of the Bank shall not be a competitor of vendor.

16.8 Escrow Mechanism

1. The bidder should note that the Bank already has an escrow agent. The Bank and the vendor shall mutually agree upon appointment of the existing escrow agent or a different escrow agent to provide escrow mechanism for the deposit of the source code for all the software applications of ITMS supplied/procured by the vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the vendor regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the vendor. The Bank and the vendor shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bank. As a part of the escrow arrangement, the vendor is also expected to provide a detailed code documentation of all the software applications of ITMS which have been duly reviewed by an external independent organization. Source Code of any Proprietary software (whether vendor owned or owned by a 3rd party) shall not be deposited in any Escrow.

2. The Escrow arrangement suggested by the vendor shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank’s existing practices. The Bank and the vendor may enter into such escrow arrangement that is mutually agreed upon by the two parties.

16.9 Publicity

1. The vendor shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Bank regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Bank. The vendor shall not use the Bank’s name as a reference, without the express written permission of the Bank first being obtained, and then only strictly in
accordance with any limitations imposed in connection with providing such consent. The Bank agrees not to use the vendor’s trade or service marks without the vendor’s prior written consent.

16.10 SOLICITATION OF EMPLOYEES

1. During the term of the Contract and for a period of two years after any expiration of the contract period, termination or cancellation of the Contract, whichever is later, both the parties agree not to approach, attempt to approach, entice or make any offer to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees who were directly involved in this contract, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment of the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

2. The non-solicitation obligations in the clause shall be applicable for the duration for the contract and two years thereafter

16.11 MONITORING AND AUDIT

1. Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank or Regulatory authorities. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the vendor shall afford the Bank’s representatives access to the
vendor’s facilities, installations, technical resources, operations, documentation, records, databases and personnel. The vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the vendor.

16.12 GUARANTEES
1. Vendor shall guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.

2. The vendor also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

16.13 WARRANTY
1. The warranty shall not apply in the event that failure of a deliverable to conform to its corresponding specifications has resulted from modification of the deliverable after delivery by the vendor if such modification was not made by or on behalf of the vendor,

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

2. For purpose of this Clause “Force Majeure” means any failure or delay by selected bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.
3. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

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

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

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

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

   (d) do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

16.15 Resolution of Disputes

1. The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

2. If the Bank project manager and vendor project manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the vendor and Bank respectively.

3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

4. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to
both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, (a) the vendor shall not be entitled to suspend the Service(s) as specified under the RFP and the subsequent agreement and (b) without prejudice to exercise of any other rights and remedies that either party may have under the RFP and the subsequent agreement including the invocation of the performance guarantees by the Bank, and termination of the Contract.

6. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on: (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

16.16 **ANNUAL TECHNICAL SUPPORT**

1. Vendor agrees to be responsible for the following during ATS: Bug fixing, enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, Bank specific changes (including installation of new upgrades).
16.17 **END OF SALE**
1. Vendor agrees to replace any components if announced at the End of Sale during the contract period with an equivalent or higher specification product within the contract price quoted as part of the response to this RFP.

16.18 **GOVERNING LAW AND JURISDICTION**
1. This RFP document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document.

16.19 **CORRUPT AND FRAUDULENT PRACTICE**
1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition

4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
16.20 INFORMATION SECURITY

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

2. The Bidder personnel shall follow The Bank’s Information Security Policy and instructions in this behalf.

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

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

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

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

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

16.21 CONFLICT OF INTEREST

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

16.22 OTHER TERMS

2. The Parties agree to amend the Contract from time to time to align with the legislative, regulatory, legal and judicial changes affecting the purpose, project, services, and the parties.

16.23 WAIVER

1. No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP or subsequent agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.
16.24 Violation of Terms

1. The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

16.25 Addition / Deletion of Qualified Offerings

1. Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, the Bank recognizes that from time to time hardware and software products that are provided as part of vendor services will be upgraded or replaced as technology evolve. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The vendor shall carry out such services as required by the Bank. The terms of the contract would apply to such incremental deliverables and services.

2. The vendor shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations the Bank has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the vendor at their cost due to under sizing.

3. The Bank is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing vendor services and Bank requirements, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this tender can be varied by the Bank. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

6. The scope as defined in the RFP is what is covered in the commercial proposal, and anything not explicitly mentioned in scope would be treated as out of scope.

16.26 Third Party Components

1. The vendor shall specify any third-party software, tools, products or materials required for performing the services or incorporated into or provided in connection with a deliverable ("Third-Party Components"). The vendor shall be responsible for obtaining appropriate license for such Third-Party Components and for paying applicable license fee.

16.27 Information Ownership

1. All information processed, stored, or transmitted by vendor equipment belongs to the Bank. By having the responsibility to maintain the equipment, the vendor does not acquire implicit access rights to the information or rights to redistribute the information. The vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

16.28 Privacy and Security Safeguards

1. The vendor shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract or existing at any Bank location. The vendor shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The vendor shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written
consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract or existing at any Bank location.

16.29 CONFIDENTIALITY

1. “Confidential Information” means any and all information whether oral or written that is or has been received by the vendor (“Receiving Party”) from the Bank (“Disclosing Party”) and that: relates to the Disclosing Party; is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

3. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.

4. Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Bank disclose or publish the same. Confidentiality provision must apply to both the parties and must be mutual. The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank and for a period of 2 years thereafter. In the event of earlier termination of the Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two years from the date of such termination.

6. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

7. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

8. In maintaining confidentiality hereunder the Receiving Party on receiving the Confidential Information and Materials agrees and warrants that it shall (i) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure, (ii) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party, and (iii) Limit access to such Confidential Information and materials strictly on a "need to know" basis to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document. (iv) Maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein. (v) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such
disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof (vi) The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party’s possession or under its custody and control (vii) Immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party (viii) Immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control (ix) Immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

9. The rights in and to the data / information residing at the Bank’s premises, even in the event of disputes shall at all times solely vest with the Bank

10. The vendor represents and agrees that during the Term of this RFP and subsequent contract or until the Bank takes over the Deliverables from the vendor, whichever is earlier, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason whatsoever. In such an event, the vendor shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP. Confidential Information does not include information which:

a) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure as a matter of law (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document);

b) Any information which is independently developed by the recipient without breach of the Contract/ this RFP or acquired from a third party not subject to the obligation of confidentiality with respect to such information;
c) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the recipient shall promptly notify the other Party of such requirement with a view to provide the other Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

d) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

11. The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this RFP or subsequent agreement.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

16.30 TECHNOLOGICAL ADVANCEMENTS

1. The vendor shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed terms, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

16.31 INTELLECTUAL PROPERTY RIGHTS

1. The vendor claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret, design or otherwise, provided by the vendor during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the vendor or its licensor.
2. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.

3. The vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by vendor in performing its obligations under this Project. The vendor shall also be responsible for renewal of all such licenses from time to time during the contract period. The vendor shall quote for all such renewals in the commercial bid and in case the vendor fails to quote for renewal of any licenses in the bid, the vendor shall renew such licenses at his cost and the bank shall not pay for other than the commercials mentioned in the price bid. The vendor shall under no circumstances, allow any license to expire and allow any software to be out of support during the contract period. If a third party's claim endangers or disrupts the Bank’s use of the Software, the vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

4. The Bank acknowledges that in performing services under the Contract, the vendor may use vendor's proprietary methodology, processes, ideas, knowhow and technology or any improvements thereof ("Vendor Pre-Existing IP"). vendor agrees that except with prior consent of the Bank, vendor shall not embed or incorporate any product, independent utilities, tools, programs or components that are or were developed or owned by the vendor prior to or independent of the services performed hereunder or any enhancements or improvements thereof made as part of the services hereunder. Notwithstanding anything to the contrary contained in the Contract, the vendor shall continue to retain the ownership and title to all vendor Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the vendor from using vendor Pre-Existing IP in any manner and the assignment provisions set forth in the contract shall not apply to vendor Pre-existing IP or any improvements thereof. To the extent that any vendor Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the
Contract, the vendor hereby grants to the Bank a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such vendor Pre-Existing IP in connection with the deliverables in which they are incorporated or embedded. The foregoing license does not authorize the Bank to separate vendor Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.

17 TERMS OF REFERENCE FOR THE CONTRACT

Definitions:

Vendor: Vendor is the finally selected Bidder who will be contracted with the Bank to provide ITMS post the detailed RFP evaluation by the Bank.

Conditions:

The Vendor (vendor) should take overall responsibility for all the deliverables as part of this RFP response.

1. The Bidder will be the single point of contact/reference to the Bank. The Bank will enter into agreement with the selected Bidder only. However, the Bidder as well as other partners must confirm to the Bank that they are willing to enter into back to back agreement that is in conformity with the deliverables and other service/uptime commitments the bidder makes to the Bank in its response to the RFP. If requested, the Vendor must share a copy of the back to back agreement with the Bank.

2. The Bidder & its partners must also have experience in studying existing databases/Bank’s systems and in gathering the requirements and in supply/ installation/ integration/ implementation of the solution including the design and construction of the ITMS suitable to the Bank.

3. The Bidder should submit a detailed scope, approach and deliverables along with a detailed implementation plan of the understanding of the Bank’s requirements as per this RFP, bidder’s capabilities including that of its partner’s product description/ solution in respect of the ITMS including methodology of implementation.
4. The Bidder should furnish at least one comprehensive case study of the ITMS deployed by them in an organization of similar magnitude giving the details of the complete system architecture.

5. The Bidder has to give demonstration/presentation of the proposed solution and also arrange for the visits to the sites where their solution has been implemented, if requested by Bank. In cases where the sites are located abroad the bank may make enquiries based on the references furnished by the bidder.

18 OTHER INSTRUCTIONS TO BIDDERS:

1. A pre-Bid meeting of the Bidders will be held as per the schedule of event to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, as mentioned in the schedule of events. No interim enquiries will be entertained.

2. IDBI Bank reserves the right to accept / reject any or all RFP response received in response to this advertisement without assigning any reasons, whatsoever. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

3. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all bidders/any of the bidders on the offer made by them. The request for such clarifications and the bidder’s response will necessarily be in writing and it should be submitted within the time stipulated by the Bank. In the event of any of the bidders fails to submit the response for clarification sought within the time stipulated, their bid is liable to be rejected.

4. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Vendor. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Assignment. The Vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.
5. The Bank and the vendor covenants and represents to the other Party the following:
   a) It is duly incorporated, validly existing and in good standing under as per the laws of
      the state in which such Party is incorporated.
   b) It has the corporate power and authority to enter into Agreements and perform its
      obligations there under.
   c) Under Agreements by such Party and the performance of its obligations there under
      are duly authorized and approved by all necessary action and no other action on the
      part of such Party is necessary to authorize the execution, delivery and performance
      under an Agreement.

6. The execution, delivery and performance under an Agreement by such Party:
   a) Will not violate or contravene any provision of its documents of incorporation;
   b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement,
      order, writ, injunction or decree of any court, governmental instrumentality or other
      regulatory, governmental or public body, agency or authority by which it is bound or
      by which any of its properties or assets are bound;
   c) Except to the extent that the same have been duly and properly completed or obtained,
      will not require any filing with, or permit, consent or approval of or license from, or
      the giving of any notice to, any court, governmental instrumentality or other
      regulatory, governmental or public body, agency or authority, joint venture party, or
      any other entity or person whatsoever;

7. To the best of its knowledge, after reasonable investigation, no representation or warranty
   by such Party in this tender and subsequent Agreement, and no document furnished or to
   be furnished to the other Party to this tender and subsequent Agreement, or in connection
   herewith or with the transactions contemplated hereby, contains or will contain any
   untrue or misleading statement or omits or will omit any fact necessary to make the
   statements contained herein or therein, in light of the circumstances under which made,
   not misleading. There have been no events or transactions, or facts or information which
   has come to, or upon reasonable diligence, should have come to the attention of such
   Party and which have not been disclosed herein or in a schedule hereto, having a direct
   impact on the transactions contemplated hereunder.
8. The vendor undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidder.

19 OTHER RFP REQUIREMENTS

1. This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addenda as it deems necessary at its sole discretion. The Bank will inform all Bidders of the changes, if any.

2. The Bank may revise any part of the RFP, by providing a written addendum to all the Vendor at stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The Bank reserves the right to extend the dates for submission of responses to this document.

3. Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP coordinator at the address mentioned in Section 2: Schedule of Events, and should be received by the point of contact no later than the timeline specified. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.

4. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.

5. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their respective offers. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
6. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

7. Bidders’ presentation – Bidders are requested to be prepared to demonstrate the proposed solution, make presentations, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids.

8. Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete one or more items from the list of items specified in the tender. The Bank will inform all Bidders about changes, if any.

9. Details of Sub-contracts, as applicable – If required by the Bank, vendor should provide complete details of any sub-contractors used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the vendor, the vendor shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the vendor to perform its obligations. The vendor shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors. The above clause is only relevant for agreements between the Vendor (vendor) and other OEMs. The Vendor (vendor) is not permitted to subcontract any of its services to other third party service providers unless specified within this RFP.

10. If the Bank is not satisfied with the technical specifications in any tender and observes major deviations, the technical bids of such Bidders may be disqualified. No further discussions shall be entertained with such Bidders in respect of the subject technical bid.

11. Bank site will not be accepted as complete if any part of hardware, software, other components etc. are not delivered, and if delivered not installed, and operational zed free of any additional cost to the Bank. In such an event, the supply and installation will be
termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.

12. There will be an acceptance test by the Bank or its nominated consultants after installation of the systems/equipment. In case of discrepancy in hardware / software supplied/configured, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants. The warranty for the equipment’s (including software and hardware provided by the vendor pursuant to this tender and subsequent Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. The Bank will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by vendor's representative and Bank's official or any consultant / auditor appointed by the Bank should be received by the Bank’s IT Department, along with invoice etc. for scrutiny before taking up the request for consideration of payment.

13. The vendor should offer maintenance support at the Bank DC and DRC locations. The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender.

14. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the vendor, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of vendor shall be paid by vendor alone and the Bank shall not have any direct or indirect liability or obligation, to
pay any charges, claims or wages of any of vendor’s employee, agents, contractors, and subcontractors. The vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

15. The Bank shall inform the vendor of all known breaches and claims of indemnification and shall grant the vendor sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the vendor). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

16. In respect of demands levied by the Bank on the vendor towards breaches, claims, etc. the Bank shall provide the vendor with details of such demand levied by the Bank.

17. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees, its agents, contractors and subcontractors”

18. RFP Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or employees and/or regulatory authorities.

19. However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the vendor is expected to provide as per the RFP.

20. The vendor’s designated representative and local office will be the contact point for the Bank. The delivery and installation status of equipment’s should be reported on a weekly basis. Vendor should ensure that the hardware delivered to the Bank including all components and attachments are brand new. In case of software supplied with the system,
the vendor should ensure that the same is licensed and legally obtained with valid
documentation made available to the Bank.

21. The vendor shall procure adequate and appropriate number of software licenses for the
Bank. Vendor shall also provide other licenses for applications, operating system and
database as required by the Bank to successfully utilize the solution. The vendor shall
provide the licenses for all software being a part of its proposed solution to the Bank.

22. Vendor shall indemnify, protect and save the Bank against all claims, losses, costs,
damages, expenses, action, suits and other proceedings, resulting from infringement of
any patent, trademarks, copyrights etc. or such other statutory infringements under any
laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of
all the hardware, software and network equipment’s or other systems supplied by them to
the Bank from whatsoever source, provided the Bank notifies the vendor in writing as
soon as practicable when the Bank becomes aware of the claim however, (i) the vendor
has sole control of the defense and all related settlement negotiations (ii) the Bank
provides the vendor with the assistance, information and authority reasonably necessary
to perform the above and (iii) the Bank does not make any statements or comments or
representations about the claim without the prior written consent of the vendor, except
where the Bank is required by any authority/regulator/court to make a
comment/statement/representation. Further, Indemnity would cover damages, loss or
liabilities suffered by the Bank arising out of claims made by its customers and/or
regulatory authorities and/or any other person due to the failure of the vendor.

23. Manufacturer’s Authorization Form (MAF) – The Bidder should furnish a letter from
original equipment manufacturer authorizing the Vendor to quote for OEM’s product in
response to the RFP from the Bank as per Annexure03. The said letter should also offer to
extend the required warranty from the OEM in respect of the items stipulated in the RFP.

24. Note: The MAF must be strictly in the format of Annexure03. In case of any deviation for
the prescribed format, the MAFs would be liable for rejection and the Bank would decide
accordingly.

25. Technical Inspection and Performance Evaluation - The Bank may choose to carry out a
technical inspection/audit and performance evaluation of products offered by the vendor.
The vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the vendor and under no circumstances the same would be reimbursed to the vendor by the Bank.

26. **Additional Information:** Vendors and/or its authorized service providers should have their own employees for execution of projects. However, vendor will be fully responsible for the service for the service providers. The Bank will not make any reference to them. In case of any deficiency in service, penalties will be to vendor’s account. Neither this tender nor the vendor’s performance of obligations under this tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the vendor or its employees, partners; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. The vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the vendor will make all required payments and deposits of taxes in a timely manner.

27. **Prime Bidder arrangement:** In the case of a Prime bidder arrangement, the following rules will be applicable: The vendor is required to provide proof that the vendor is authorized to bid with the products that it does not own. This may be in the form of a (notarized copy of) letter authorizing the Bidder as per Annexure 03 from a duly constituted attorney and / or a (notarized copy of) back-to-back agreement between the concerned parties. The vendor agrees to produce such letter/ agreement in original as and when required by the Bank. The Bidder should be an authorized partner to the OEM, whose solution is proposed and copy of the relevant credential letters & supporting documents to be provided. Vendor should get the implementation of the solution done by the respective
OEM and a letter/credential in this regard should be submitted. The OEM’s letter should clearly communicate how the proposed system will address the required planning, design and implementation, as well as the support services. The OEM’s response must also address the operational requirements for the maintenance, repair and enhancement of the systems & infrastructure maintained. The responsibility for the details presented in the responses will be with the vendor, which will form part of the final legal contract. The vendor will be totally responsible for delivering contractual services end to end and will be a single point of contact; and It is expressly clarified that even in the case of a multiple vendor arrangement led by a prime vendor; the lead vendor shall have the single-point responsibility/liability to ensure the fulfillment of all obligations of the partners and themselves under the contract.

20 LICENSE AND INTELLECTUAL PROPERTY OWNERSHIP

1. The Parties hereby acknowledge and agree that

   a) Vendor hereby grants the Bank an irrevocable, nonexclusive, worldwide, fully paid-up license to use and execute all Software that constitutes part of the Deliverables under this Agreement.
   
   b) Subject to Sub-Clause (1) above, vendor or Sub Contractors will own respective right, title and interest in Intellectual Property in relation to the Deliverables and the Services created for the purposes of the Project (collectively hereinafter referred to as the “Materials”), subject to the other provisions of this Agreement. The Bank or its Affiliates will have a perpetual, non-exclusive, irrevocable, royalty free, non-transferable license to use the Materials in their ordinary course of business or in furtherance of the same.
   
   c) For the avoidance of doubt, it is hereby clarified that each party hereby grants to the other only the licenses and rights specifically set out in this Agreement and that no other licenses or rights are granted under the terms hereof.

20.1 DELIVERY:

1. The vendor, at the time of installation shall deliver to the Bank required copies of the object code version of the Software and the associated Program Documentation including operation manual and training material. The vendor, after customization shall deliver to
the Bank required copies of the object code version of the customized Software and the associated Program Documentation including operation manual and training material, module-wise complete solution document. The vendor, after modifications, updates or new versions shall deliver to the Bank required copies of the revised object code version of the latest Software and the revised associated Program Documentation including operation manual, module-wise complete solution document and training material. The Program Documentation shall consist of required number of User Manuals per specified number of users/ office, Data Center and Disaster Recovery Center. The program documentation shall be supplied by the vendor to the Bank both in hard copy form except where hard copies are not available and soft copy form (MS word format and HTML Browser format). The operational manual shall be provided by the vendor under help menu in the software as dynamic online documentation / help files, wherever applicable. The object code version of the Software, executables and required run-time files shall be on Compact Disc or on any such media as desired by the Bank as may be applicable.

2. The grant of license by the vendor herein shall be for processing the internal business of the Bank or its affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

3. Except as specifically agreed by and between vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and shall at all times remain with the vendor or its Licensors and be the sole and exclusive property of the vendor or its Licensors. The Bank acknowledges and agrees that nothing contained in this RFP and subsequent Agreement shall be construed as conveying by the vendor or its licensor’s title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.
20.2 **Rights**

1. The vendor shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party’s claim endangers or disrupts the Bank’s use of the software, the vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this RFP and subsequent Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank’s failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank’s failure to use corrections, fixes, or enhancements made available and implemented by the vendor, despite notice of such failure by the vendor in writing, (ii) any change, not made by or on behalf of the vendor, to some or all of the software/deliverables supplied by the vendor or modification thereof; or (iii) the Bank’s continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the software provided by the vendor be infringing, it would have a serious business impact on the business of the Bank. Therefore, the vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such use constituted infringement and therefore the vendor is in breach of the vendor’s warranty and obligation.