

Request for Proposal (RFP)
For
Developing a Digital Bank Application & Branch
Digitization Services

(IDBI-Bank/ITD/VMG/RFP/22-23/27:

August 12, 2022

Dy. General Manager
Vendor Management Group, Information Technology
Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
NaviMumbai - 400614.
Tel. No. 022 - 6740 1738/022-6670 0968



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INVITATION TO BID

In order to fulfill the requirement of **Developing a Digital Bank & Branch Digitization** Services of IDBI Bank Limited, a Company incorporate and registered under Companies Act, 1956 (1 of 1956) and a Company within the meaning of Section 2(20) of Companies Act, 2013 (18 of 2013) and a Banking Company under Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 and having its Head Office, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005 (hereinafter referred to as “**IDBI Bank**” / “**the Bank**”) proposes to invite Request For Proposal (“**RFP**”) tenders from established organizations (hereinafter referred to as “**Bidder**”) who are capable and willing to undertake as required by the Bank within the given timeline in an efficient manner and as per details listed out in this document.

The RFP document will be available at the Bank’s website www.idbibank.in under the section “Notices & Tenders.”

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>):

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

Dy. General Manager
Vendor Management Group, Information Technology Department
IDBI Bank Limited,
IDBI Annex Building, Plot No: 39-41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.
Tel. No. 022 – 6740 1738
Email: dgm.itvmg@idbi.co.in

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit (EMD) as specified in the Bid document.
- The Bank reserves the right to change/modify the dates/terms & conditions without assigning any reasons, mentioned in this RFP document as per its requirement, which will be communicated to the Bidders through IDBI Bank’s Website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the Bidders and such amendments will be binding on them.
- **It is highly recommended that the bidders are instructed to submit their bids well within time instead of waiting till the last date to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor C1 India Pvt. Ltd. (C1 India) will be responsible for such eventualities.**
- **All the documents to be submitted duly digitally signed by competent authority as per Bank’s prescribed format only.**
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website (www.idbibank.in) and e-Tendering Portal (<https://c1.eproc.in>).

DISCLAIMERS

The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of IDBI BANK LIMITED, (“**IDBI Bank**”/ “**the Bank**”) is provided to the Bidder subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website www.idbibank.in

(Notices and Tenders) for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website and e-Tendering Portal (<https://c1.eproc.in>).

SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1	RFP Reference	IDBI-Bank/ITD/VMG/RFP/22-23/27
2	Date of commencement of Bidding process (Issue of RFP)	August 12, 2022
3	Last date and time for receipt of written queries / e-mail for clarification from Bidders	August 24, 2022 up to 18:00 hours
4	Online Pre-Bid meeting Date & Time.	<p>August 29, 2022 at 15:00 hours</p> <p>Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two representatives from each Bidder will be allowed to participate.</p> <p>Company Name: OEM: Representative Name: Designation: Email ID: Contact:</p>
6	Last Date & Time for Bid submission.	<p>September 08, 2022 up to 16:00 hours</p> <p>The bid documents have to be submitted through electronic mode through the e-Tendering Portal (https://c1.eproc.in).</p> <p>Please refer the instructions to the bidders for online mode (Annexure-19).</p>
7	Date and Time for opening of Bid	<p>September 08, 2022 at 16:30 hours</p> <p>The bid documents have to be opened through electronic mode through the e-Tendering Portal (https://c1.eproc.in).</p>
8	Place of opening of Bids / Pre – bid meeting / Communication	<p>Dy. General Manager Vendor Management Group, Information Technology Department IDBI Bank Limited, IDBI Annex Building, Plot No: 39-41,</p>

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

		Sector 11, CBD Belapur, Navi Mumbai - 400614. Tel. No. 022 – 6740 1738 Email: dgm.itvmg@idbi.co.in
9	Bid Fee	Non Refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) + GST (Currently 18% GST).
10	Earnest Money Deposit	Rs.10,00,000/-(Rupees Ten Lakh only). To be deposited separately
11	Submission of Bid Fee & EMD	Bid Fee & EMD must be deposited by the bidder through electronic mode (NEFT) to IDBI Bank's Current Account No. - 18337000010052, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614 . Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered. Note: Bid fee and EMD amount to be deposited separately.
12	Security Deposit/PBG	Successful tenderer/s will have to give one Security Deposit of 3% of the "Implementation Fee" as per Sr. No. 1 in the form of Performance Bank Guarantee (PBG) issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity of 72 Months (60 Months contract period + 12 month claim period) from issuance of PBG and directly forwarded to the Bank. In case of extension of contract, the PBG will have to be renewed / resubmitted with fresh validity of extended contract period with a 12 months claim period. Previous PBG will be returned only when the renewed PBG is received by the Bank.

Note:

1. This Bid document is the property of Bank & is not transferable.
2. This bid document has **114** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule, therefore.
5. Any bid received by Bank after the last date for receipt of bids prescribed by Bank, will be rejected and/or returned unopened to the Bidder.
6. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

SECTION 1

A INTRODUCTION

1. OVERVIEW

1.1. IDBI Bank Ltd (“IDBI Bank” / “IDBI”/ “Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and Banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

2. OBJECTIVE

2.1. The purpose of the present notice is for inviting the bid for Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitization Services.

3. ELIGIBILITY CRITERIA

All eligibility requirements mentioned in **(Annexure-17)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

B. RFP BIDDING DOCUMENTS

1. COST OF BIDDING

- 1.1. The cost of RFP document as mentioned in the **Schedule of Events**.
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process

2. DOCUMENTS CONSTITUTING THE RFP

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

3. CLARIFICATION IN BID DOCUMENT

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify the Bank via e-mail as mentioned in schedule of events. The Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. The Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the Bank's website or / and through an email.

C. PREPARATION & SUBMISSION OF RFP

1. LANGUAGE OF RFP

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

2. GENERAL INSTRUCTIONS

- 2.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to the Bank for necessary clarifications and / or confirmation.
- 2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, the Bank's response to Pre-bid queries and Corrigendum's, if any.
- 2.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
- 2.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.
- 2.5. The Bid should be a complete document and should be bound as a volume. The RFP document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 2.6. The bid response, duly addressed to Deputy General Manager, IT Department (VMG), IDBI Bank must be accompanied by cost of Bid Document and EMD as specified and must be submitted in person or online tendering to the IDBI Bank representative on or before the due date and at the address specified in the Schedule of Event. The bid documents have to be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>) on or before due date.
- 2.7. The Bid forms and the documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the

Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

- 2.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 2.9. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 2.10. The Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by 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.
- 2.11. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by the Bank. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 2.12. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by the Bank.
- 2.13. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder and fill in the blanks wherever required, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 2.14. The Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.
- 2.15. Bank is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 2.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 2.17. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to Successful Bidder(s).
- 2.18. The Bidder shall not make any request for modifications/ amendments in the prescribed formats of legal documents as annexed in this RFP document.

- 2.19. Any effort by a Bidder to influence the Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
- 2.20. Please note that if any single submission is found to contain both Technical and Commercial Bid together, then that offer will be rejected outright.
- 2.21. The Bid Documents may be downloaded from our website www.idbibank.in (**Notices and Tenders**) and submitted at the address mentioned in the Schedule of Events.
- 2.22. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>).
- 2.23. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

3. BID FORM

3.1. Bidder Qualification

- 3.1.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.
- 3.1.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.
- 3.1.3. The Bidder shall sign the bid with the exact name of the firm / Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
- 3.1.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the Bidder.
- 3.1.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. The Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

4. DEADLINE FOR SUBMISSION OF RFP

- 4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 4.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the extended deadline.

- 4.3. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the Bidder.

5. MODIFICATION AND WITHDRAWAL OF BIDS

- 5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 5.2. No Bid may be modified after the deadline for submission of Bids.
- 5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

6. PERIOD OF VALIDITY OF BID PRICE

- 6.1. Commercial Bids should be valid for **90 (Ninety)** days from the last date for submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 6.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However any extension of validity of bids will not entitle the Bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 6.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.
- 6.4. The Bidder shall indicate the unit prices and total Bid Prices of the equipment's / products and services, it proposes to provide under the Contract.
- 6.5. 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.
- 6.6. The prices quoted will be exclusive all applicable taxes. The total price quoted must be inclusive of cost of supply, installation and providing services during the service period.
- 6.7. The acceptance of the Purchase Order (PO) should be submitted within 5 days of PO along with Authorization Letter.
- 6.8. In the absence of above information a Bid may be considered incomplete and summarily rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6.9. Bidder shall carry out the supply, installation and commissioning of the product / service / solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the work duly operable and safe as per the best industry practice.

7. BIDDING IN CONSORTIUM

7.1. Bidding in consortium is not allowed for this procurement.

8. EARNEST MONEY DEPOSIT (EMD)

- 8.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.
- 8.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if Successful Bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP document or any act of Bidder not in line with Contract obligations.
- 8.3. If EMD is forfeited for any reason, the concerned Bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- 8.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.
- 8.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.
- 8.6. No interest is payable on the amount of EMD.
- 8.7. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after last date of submission of bids.
- 8.8. All the Bidders are required to submit the EMD refund request in the format as per Annexure- 20 given in the RFP document.
- 8.9. Micro & Small Enterprises (MSE) registered under the SPRS (Single Point Registration Scheme) of National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The Bidder should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.

9. PERFORMANCE SECURITY DEPOSIT (PSD)/PERFORMANCE BANK GUARANTEE(PBG)

- 9.1 The successful Bidder shall furnish the performance Bank guarantee within 10 days of the receipt of acceptance by Bank, as per the format in Section V.
- 9.2 The value of the performance bank guarantee will be 3 % of the total contract value.
- 9.3 The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
A Bank Guarantee issued by a scheduled commercial bank and directly forwarded by the issuing Bank to IDBI Bank Ltd.

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

OR

A banker's cheque / demand draft, issued by a scheduled commercial bank.

- 9.4 The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
- 9.5 The performance bank guarantee should be valid for a period of (60 contract period + 12 months claim period) from the date of expiry of the Contract period.
- 9.6 The Successful Bidder shall furnish the PBG within 15 days of the receipt of acceptance of Purchase Order/LOI (PO) by Bank, as per the format at **Annexure 8**.
- 9.7 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 Bid Security, 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.
- 9.8 The performance security will be discharged by Bank and returned to the successful Bidder after 180 (one eighty) days after the service period of 1 year from the date mentioned in acceptance certificate.

D. OPENING AND EVALUATION OF RFP

The bid documents have to be opened through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>) as per the date, time & locations mentioned under the clause in the "Schedule of Events".

1. PRELIMINARY CHECK

- 1.1 The RFP document will not be construed as any Contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
- 1.2 The Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- 1.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- 1.4 A Bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 1.5 The Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 1.6 The 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 the Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.7 The 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. The 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. The 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 the Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

- 1.8 During evaluation and comparison of bids, the Bank may, at its discretion ask the Bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the Bidder shall be entertained.
- 1.9 Any effort on the part of Bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

2 BID EVALUATION CRITERIA

2.1 To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Bank.

- I. The bidder to submit the relevant documents provided in the Annexures along with a detailed project plan.
 - a. The selection process will include an eligibility stage where each eligible bidder will be technically evaluated based on various criteria like technical capability, functional capability, company profile etc.
 - b. Bidders would be evaluated based on the following criteria and technical evaluation score will be awarded. (Bidders should provide all the supporting document as per Section IV. If the Bid is not accompanied by all the required documents supporting evaluation criteria, the scoring will not be calculated for the section without the supporting documents.)
 - a. Relevancy – 35% weightage
 - b. Team Profile – 20% weightage
 - c. Client Profile – 15% weightage
 - d. Investor/Advisor Profile – 15% weightage
 - e. Funding Round – 15% weightage
 - c. All the eligible bidders will be invited for a demo (demonstrations shall be scheduled within 10 business days from the date of opening of the bids) for further evaluation. Demo scores would be awarded based on the demonstrations done by invited bidders.
 - d. Technical score will be arrived based technical evaluation and demo.
 - i. The technical score will be arrived at by adding the technical evaluation score and demo score of each use case individually and the score would be calculated in a ratio of 75:25 (i.e. technical score of use case 1: technical score of use case 2) normalising on a base of 100.
 - e. Bidders with a technical score of at least 70% will be considered for further techno-commercial evaluation process.
 - i. The Technical Score will be arrived at by dividing the technical score with the highest technical score received by the potential partner and normalising on a scale of 100.
 - f. Commercial score will be assigned based on the commercial bid submitted by the bidder.
 - i. The Commercial Score will be arrived at by dividing the lowest commercial bid with the commercial bid received by the potential partner and normalising on a scale of 100.
 - g. The final technical score will be normalised with the highest technical score and commercial score will be normalized with the lowest commercial score. The scoring will be done on the

basis of techno-commercial ratio (70:30) and the final selection will be based on Quality cum Cost Based Approach (QCBA) as per Bank's Policy.

- II. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.
- III. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- IV. IDBI Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

The vendor 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 vendor.

3 COMMERCIAL EVALUATION

- 3.1 The evaluation of the Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Commercial Bid. The Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.
- 3.2 Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 3.3 In this phase, Commercial bids will be opened of the shortlisted Bidders who are technically qualified as per the Bank's policy and scoring will be done on the basis of techno-commercial ratio (70:30) and the final selection will be based on Quality cum Cost Based Approach (QCBA) as per Bank's Policy.
- 3.4 Bank shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.

4 POST QUALIFICATION

- 4.1 Bank will determine to its satisfaction whether the Bidder selected (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 4.2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

- 4.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; Bank will proceed to the next best-evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 4.4 Bank reserves the right to accept / reject any bid and/or to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

5 BANKS' RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

6 ACCEPTANCE OF BID

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

7 SIGNING OF CONTRACT

- 7.1 After the Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract form and complete the execution of all other documents.
- 7.2 The signing of Contract Form should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Contract Form, Deed of Indemnity and other applicable documents as specified in the RFP document without any modification to the standard draft prescribed, either in the language or format.
- 7.3 The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.
- 7.4 Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.
- 7.5 The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. The Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- 7.6 The incidental expenses of execution of the Contract form as well as the conditions stipulated in the Contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP document or Contract.

SECTION 2

1. PAYMENT TERMS

1.1 The payment terms can include fixed cost/variable components linked to project milestones/deliverables as mentioned below :

- 10% on acceptance of PO
- 10% on BRD sign-off ; BRD to be submitted by successful bidder post completion of DRG
- 40% on successful Go Live of Application
- 20% after satisfactory working of application for three months post Go Live
- 10% after satisfactory working of application for six months post Go Live
- 10% after satisfactory working of application for twelve months post Go Live

1.2 Payments would be made on production of invoice.

1.3 Recurring payment shall be payable on post-paid basis within 30 days of submission of the bills every monthly / Quarterly/yearly and issuing of successful certification by the Bank

1.4 Bidder has to submit the Performance Bank Guarantee for 3% of total contract value upfront at the time of signing of the contract.

2. PURPOSE

2.1 This section lists the scope of work and service level expectations required to be maintained by Bidder on award of the contract.

2.2 The Bidder has to enter into a service level contract with Bank before the award of the contract as per the format provided by Bank.

3. SCOPE OF WORK

Broad Scope of work

1. While developing the interfaces, the Bidder must ensure and incorporate all necessary security and control features within the application as per PCIDSS/ PADSS standards and Digital Payment Security Controls of RBI to maintain confidentiality, integrity, and availability of the data.
2. The selected vendor to comply with IDBI Bank's policies like IT policy, Information Security policy, etc. The implementation should be in line with Digital Payment Security Controls of RBI.
3. The application shall be in compliance with the latest Open Web Application Security Project (OWASP) Top 10 Mobile Vulnerability report guidelines which primarily covers Improper Platform Usage, Insecure Data Storage, Insecure Communication, Insecure Authentication, Insufficient Cryptography, Insecure Authorization, Client Code Quality, Code Tampering, Reverse Engineering, Extraneous Functionality etc.

3.1. Use Case 1 - Digital Banking Application For Millenials

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

The key requirement is excellent User Interface (UI) and User Experience (UX) . The bidder must have the team with requisite qualifications and experience.

The 'Digital Bank Application' will be a single stop for solution for new customers/existing customer including onboarding, sales of banking products (assets & liabilities) through STP (or) near STP driven by Bank's operating model, banking services (financial & non – financial) for different segment of customers.

The scope of this project shall include developing a digital banking application targeted at the millennial customer segment or such segment as decided by the Bank that provides the following financial and non-financial services to the target segment in phase 1:

Financial Services:

1. Savings Account Opening
 - a. Initial collection of details and KYC process for verification.
 - b. Digital onboarding, leading to the issuance of virtual debit card and handoff to physical debit card vendor.
2. Help and Support – An option for users to raise queries regarding application and submit their feedback and suggestions.
3. Debit Card Servicing – Controlling the various features of the debit card like:
 - a. Viewing virtual card details (Name of Customer, Card Number, Expiry, CVV)
 - b. Feature to switch between viewing masked or unmasked details of virtual card (Password protected)
 - c. contactless payment,
 - d. ATM Withdrawal, Online transactions,
 - e. Manage Limits,
 - f. Card Freeze, enabling or disabling card, and
 - g. Reset PIN virtually through the application.
4. Fixed Deposit and Recurring Deposit – Facility to book, renew and close fixed deposit and recurring deposit to make savings for future.
5. Bill Payments – Facilitate bill payments by integrating with the bill payment system (BBPS) and existing service providers of the Bank.
6. Fund Transfer – Facilitate payments and transactions through multiple payment channels (within bank transfers, UPI, NEFT, IMPS, RTGS) and also facilitate other payment related functionalities (Pay a Friend, Quick transfer, add/modify beneficiary, Scan and pay, Pay to UPI, Fastag recharge,etc).
7. Credit Card – Integrate with bank's existing digitized process of credit card application via various SDK/API integrations. The process will be incorporated within the UI/UX of digital banking application.
8. Wealth Management Services – Facilitate customers to invest in mutual funds and other investment instruments, import existing portfolios, and obtain various statements through the application and through mail for convenience.

Non-Financial Services:

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

1. Spend Analytics - The app should have the functionality to visualize customer spends across multiple categories and merchants. The app should also have the functionality to filter transaction across these categories and across different time periods. The app should be able to provide cross sell/upsell opportunities for the bank's different products.
2. Account related service requests like generating/viewing of account statement, mini-statement, viewing monthly average balance (MAB), etc.
3. Beneficiary management module should be made available and respective API should be made available for consumption at other channels.
4. Centralized Authentication management module with OTP/Soft Token/Biometric/Face Id authentication. The module should also have API's exposed for consumption in one or more Application. The Authentication module to have customer segment wise, rule based, customer category wise, customer/employee wise authentication with option to configure rules for each segment/customer/employee/application etc. Should be no code low code based approach
5. Centralized limit management module with API's for consumption in different bank application including the current application under procurement. The limit management should be transaction wise, customer wise, segment wise, Bank wide, employee wise, product wise, channel wise, beneficiary wise, customer type wise etc. and should be rule based configurable and highly flexible and should be no code low code based approach

Admin Module for Bank staff:

Option to manage digital bank application's different parameters like User maintenance, transaction and bill payment limit (category wise & overall), cooling period, maximum number of beneficiaries, Product , segment, customer type, customer category , authentication , limit , access management or such parameters on which the entire application is operating , User journey configuration etc. It should also have capability for dynamic report generation in view or downloadable formats preferably with query builder features.

The application must have the capability to accommodate other financial and non-financial services as per bank requirement.

The target process flow is to be made available through the following front-end interfaces:

- Mobile application for the customer.

The solution is required to be deployed on premise on the Bank's DC and DR environment.

Details regarding the functional and technical requirements are available in annexures of this RFP.

3.2. Use Case 2 - Branch Digitization Services

The branch digitization use case aims to digitize branch operations and improve the customer/employee experience. The services are divided into 3:

I. Account Opening Portal:

The account opening portal is aimed to replace the existing account opening process for savings and term deposit accounts. It focuses on creating a seamless workflow for the customer and employee to create the

account. The new process will reduce data inputs from the customer due to the use of APIs, improve use experience and reduce the TAT for account creation.

II. Digital Register for Deliverables:

The deliverables register will replace the physical register kept at each branch to verify deliverable handover. The digitized register will integrate with the backend systems so that there is a one-to-one mapping between the customer and inventory in a branch and it will be centrally monitored in real time by the central unit. The functionality to have a admin portal for access by the processing unit for input / upload / checking / reconciliation / tracking etc of various deliverables to branches , customers etc as per the journey defined by the Bank.

III. Internal Application Aggregator Platform for Branches:

The internal application aggregator platform will act as an aggregator of workflow tools for the bank employees. The solution will be intuitive and easy to use by categorically arranging the various workflow tools employees use on daily basis. The access to the workflow tools will be role based to prevent unauthorized access.

IV. Capturing of requests during Customer visit:

- a. Officer shall be able to capture the details such as location, images (in case of property / collateral / stocks), etc to be included in the portal. Officers shall be able to login into the portal and capture all the loan visit details and submit the same instantly from the location. The supervisors/controllers should have the provision to have access to the captured details for suggestions/comments. Minutes of the Meetings with customers at the branches to be recorded in the portal.
- b. At the same time, the app should have the capability to capture journey, location, timestamp of officer visits, etc so that the data can be pushed to bank's internal system (Core, HRMS, etc) etc. Supervisor should have the provision to have access to the captured details for approval/rejection.

The various work flows should have role based, operating unit wise (branch, controlling unit , processing unit , head office etc.) configuration, access management , functionality mapping , reports etc which are easily configurable and should be rule based.

Details regarding the functional and technical requirements are available in annexures of this RFP.

3.3 Technology Stack requirements

- If the solution is platform based – Vendor's existing platform technology stack will be evaluated and should have the above functionality/capability.
- If the solution is customized , the application/s must be delivered on the below bank recommended technology stack:

Frontend

- AngularJS, ReactNative, HTML & CSS, Ionic.js (Vue.JS/AngularJS/React)

Middle Tier

- Microservices (Java Sprintboot, NodeJS, Python)
- Logging (Kibana, Grafana, Prometheus)
- API Documentation (SwaggerHub)

Datastore/Message queuing

- RDBMS (Oracle, MySQL, MSSQL) or NoSQL DB (MongoDB, Cassandra DB)
- Message Queuing (RabbitMQ, Apache Active MQ)

- DB Caching (Redis, memcached, Apache Ignite)

Testing

- Selenium
- Jmeter
- Junit

Devops

- Development Environment (Docker, Kubernetes)
- Version Control (Gib, Bitbucket)
- Configuration Management (Chef, Puppet, Ansible)

Both application for Use Case 1 and Use case 2 have to communicate to each other so as to provide an omichannel architecture. For eg. If a customer opens an account through the application of use case 1 , the same should be reflected in application of use case 2 and if any process is left in middle in any of the application, it should be available in the other application to pick it up and take it to logical conclusion based on the journey decided by the Bank. This inter communication journeys should be configurable and bank should be able to configure which journeys to be inter operable through and admin portal

SCOPE ASSUMPTION - Any changes to the applications until the UAT phase will be considered for development and will not considered as a change request. Any new addition to the list of functionalities or major changes (logical, architecture level etc.,) will be discussed mutually and may be considered as change request.

RIGHT TO ALTER SCOPE – The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract. Further the Firm agrees that the prices quoted by the Firm would be proportionately adjusted with such additions/ modifications/ deletions in scope.

4. DELIVERABLES EXPECTED OF VENDOR ONCE ONBOARDED

- 4.1. The selected vendor has to do a complete DRG process covering detailed screen flow, transaction navigation, etc. for all the functionalities mentioned in scope of work with the bank team before initiating the development process. The selected bidder has to develop, implement and maintain all the features and functions mentioned in scope of work for browser and app channels as per the timelines and SLA levels prescribed in the RFP.
- 4.2. The functionalities mentioned are indicative and relevant functionalities for each channel have to be considered by the vendor. Detailed scoping has to be done during the DRG process.
- 4.3. The selected vendor will have to give effort details along with detailed project plan including sprint wise line items for delivery. The same need to be completed within that time frame work. If delivery of any item getting delayed due to some unavoidable reason and if such reason is acceptable to the Bank, the same may be postponed to next sprint and work on other requirement can be started.
- 4.4. The solution should run on all the types of handsets/TAB/Smart Phone/ Desktop existing as well new handsets/TAB/desktop etc. coming in the market. The application/s must conform to all the operation / security guideline prescribed by the regulatory / statutory bodies such as RBI etc. which come into force from time to time.

- 4.5. Define the detailed front end and back-end user journey, UI/UX and process flow for each use case of digital bank and branch digitization services (Based on appropriate requirement gathering and reference document shared by the Bank).
- 4.6. The Bidder should provide complete details of the hardware, software and network architecture of the Platform offered by means of diagrammatic/pictorial representations, including the project plan for going live. The bidder also needs to bring the expertise to design /define user journeys/functionalities etc.
- 4.7. UI/UX design, system integration and overall solution implementation with all modules and functionalities for the required front-end interfaces.
 - 4.7.1. Digital Bank – Mobile Application and web application Interface for the customer
 - 4.7.2. Branch Digitization Services – Web application/ Desktop/mobile/TAB application for branch employees, RMs, Processing centers, controlling office etc.
 - 4.7.3. Admin interface to provide administrator rights to the Bank to control all the features of the digital banking app as well as for Branch Digitization service application – Web application/PWA etc for the Bank
- 4.8. Support for testing including functional, security, performance and launch.
- 4.9. Selected vendor to ensure security in all aspects such as encrypt all communications (using https or transport layer security), authenticate all access requests, don't hard code certificates, passwords or any form of secrets within the code, define the Use DevSecOps tools designed for Micro Service architecture environments to scan code as it is developed.
- 4.10. The solution/application should integrate with the Banks Security Operations Center (SOC)/Fraud Risk Application/Other application like CBS/Card production application etc or any such application as bank decides

The Bidder should install the Platform at Bank's advised premises in High Availability mode, along with DR and a minimum uptime time of 99.95% per quarter.
- 4.11. Support provided for a period of 5 years along with four onsite resources to manage the application which may be enhanced as per Bank's requirement.
- 4.12. All the APIs/third party frameworks used in application should be upgraded for security patches or any other patches as and when released.
- 4.13. The selected bidder should submit the complete documentation including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures without any additional cost to Bank.
- 4.14. The selected bidder should also provide review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable. Any level / version changes and / or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Bidder to the Bank without any additional cost to Bank.

- 4.15. The selected bidder should ensure implementation of all the patches/ fixes/updates and minor version upgrades in the production environment to the latest version during the contract period without any additional cost to Bank.
- 4.16. The proposed platform should support the database and hardware version proposed by the bidder and provided by Bank. Bank will take care of hardware and database upgrade activity. The selected bidder has to ensure that the application should be compatible with hardware and database.
- 4.17. The System Integration Testing (SIT) will be followed by user acceptance testing, plan for which has to be submitted by The Bidder to the Bank. Selected bidder to submit the SIT report. Bank will carry out the functional testing with support from the bidder.
- 4.18. The selected bidder must design the Platform with high availability & secure infrastructure in Data Centre, Disaster Recovery site and Near DR Site as per Industry accepted security standards and best practices.
- 4.19. Training requirement - The selected bidder shall organize for training (familiarization) to the Bank's team.
- 4.20. Disaster Recovery Site - The successful bidder is required to configure the Disaster Recovery (DR) setup for the proposed solution at Bank's DR site. DR setup will be mirror image of the Primary setup.
- 4.21. Escrow Arrangement - The successful bidder shall enter into a tripartite escrow agreement with the designated escrow agent by Bank, which will set out, inter-alia, the events of the release of the source code and the obligations of the escrow agent.

5. SERVICE LEVEL EXPECTATIONS

- 5.1. The application software should be delivered within a maximum of FOUR MONTHS of issuing the Letter of Intent/ Purchase order.
- 5.2. Bidder has to provide the list of documents mentioned in the annexure as well as provide applications/services/integrations/etc. as listed in the scope by the Bank.
- 5.3. Any gaps identified during the security testing of the application during UAT or in production will be fixed by Bidder at no extra cost to Bank.
- 5.4. All identified bugs will be classified as High, Medium and Low impact and should be closed as per the below mentioned SLAs

Severity	Severity Level	Severity Level Description	Workaround Time	Workaround Time
S1	High – Production Downtime	When the System Operation is stopped / halted or malfunctioning and has affected the availability of the website in stipulated time frame.	4 Hours	1 Working Day

S2	Medium – Serious Impact on System	When the System Operation is stopped / halted or malfunctioning and the availability application is not affected but the operations on the same are hampered.	8 Hours	3 Working Day
S3	Low – Subsystem or Device Failure Cases	Minor irritants during operations like intermittent connectivity failures, etc	12 Hours	5 Working Day

5.5. In case delivery commitments are not met order can be cancelled.

5.6. Jurisdiction: The jurisdiction for all disputes will be city of Mumbai.

5.7. Bidders have to make their own arrangement for their travel and stay at the above said locations during the assessment at their own cost.

6. PENALTIES

- For any delay in delivery of services beyond the specified period, a penalty @ of 1% of the purchase order value per week or part thereof will be levied, subject to maximum of 5% of purchase order value.
- In case the delay in delivery exceeds more than 5 weeks, IDBI Bank reserves the right to cancel the order and no payment will be made to the vendor.
- If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty /Liquidated Damage for non-performance. SLA violation will attract penalties.
- In addition to the above, if any penalty is levied on the IDBI Bank due to delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, the Service Provider shall either compensate the said amount within 30 days of demand by the IDBI Bank without any demur, reservation, contest, recourse or protest; or adjust the same towards the payment due to the Service Provider under intimation.
- In the event vendor fails to maintain uptime and/or to resolve the problems or fix the bugs in the software within the agreed time frame as mentioned in service level expectation then, Bank will be entitled to charge a penalty as per the mutual Contract between the Bank and vendor. The penalty amount however will at no point exceed 15% of the invoice amount for the specified AMC period

7. WARRANTY

7.1. Warranty Period for the procurement of solution would be for a period of 12 months commencing from installation and acceptance.

8. ANNUAL MAINTENANCE AGREEMENT

8.1. Service Period of Five (05) years (1 year warranty plus 4 years AMC) commencing from the commissioning (Go-live date) of the Product / Service /Solution which shall be renewed by the Bank for

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a further period as decided by the Bank

SECTION 3

1. DEFINITIONS

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

- 1.1. "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitization Services, as indicated / spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance.
- 1.2. "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- 1.3. "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 1.4. "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / IDBI under and in accordance with the Contract.
- 1.5. "Service Period" means the period of Five (05) years (1 year warranty plus 4 years AMC) commencing from the commissioning (Go-live date) of the Product / Service /Solution
- 1.6. "Warranty Period" means the period of 12 months commencing from installation and Acceptance of procured solution by the Bank
- 1.7. "Acceptance of Bid" means the letter / fax or any memorandum communicating to the Bidder the acceptance of his Bid
- 1.8. "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- 1.9. "Confidential Information" means, all tangible and intangible information obtained in the form of (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information,
- 1.10. Process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, customer information /data investors,

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employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

- 1.11. "Commissioning" means the successful installation and migration of the System, including supply, configuration, customization, integration, successful testing of all hardware and software is executed to the satisfaction of the Purchaser.
- 1.12. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- 1.13. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 1.14. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, logo, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.15. "Parties" means the Purchaser / IDBI and the Bidder / Vendor and "Party" means either of the Parties.
- 1.16. "Site" means the place in which the operations / Service(s) are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

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

2. INTERPRETATION

In this Contract unless a contrary intention is evident:

- 2.1. The clause heading are for convenience only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender
- 2.6. A reference to a person includes a partnership and a body corporate;

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- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

3. CONDITIONS PRECEDENT

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

- 3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure-08**.
- 3.2. Execution of a Contract form (**Annexure -07**), Deed of Indemnity as per format given in **Annexure-10**
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- 3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.
- 3.5. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

4. DUE DILIGENCE

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION:

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of

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

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

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

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure-09**.

6. INDEMNITY

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

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

7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

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

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

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

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

8. ACCEPTANCE CERTIFICATES

8.1. On successful completion of acceptability test, receipt of deliverables, etc., and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in **Annexure-05**, the date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

9. INCIDENTAL SERVICES:

9.1. The incidental services to be provided pursuant to and in accordance with the Contract include the following Services:

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

9.2. All the above & other incidental services shall be provided without any additional cost.

10. CHANGE ORDERS / ALTERATION / VARIATIONS

10.1. The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder's selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and

shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

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

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

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

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

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

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

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

11. CONTRACT AMENDMENT

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

12. DELAYS IN THE BIDDER'S PERFORMANCE

1. Delivery of the services shall be made by the Bidder in accordance with the time schedule prescribed by Purchaser.
2. If at any time during performance of the Contract, the Bidder shall encounter conditions / situations impeding timely delivery of the services, the Bidder shall promptly notify Purchaser in writing of the fact

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of the delay, its likely duration and the cause(s) thereof. As soon as practicable, after receipt of the Bidder's notice, Purchaser shall evaluate the condition/ situation, and consider, extending the Bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

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

13. LIQUIDATED DAMAGES

1. If the Bidder fails to deliver any or all of the Systems within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% percent per week or part thereof of respective order cost subject to maximum deduction of 5% of the order value of the delayed equipment or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract. Please refer the Section IV.
2. If the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty:
3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

14. DEFICIENCY IN THE BIDDER'S PERFORMANCE

- 14.1. Delivery, Installation & Maintenance of the equipment/services/solution shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.
- 14.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding adherence to the scope of work, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition / situation, and consider, extending the Successful Bidder's time for performance, with or without penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.
- 14.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of penalty, unless an extension of time is agreed upon without levying penalty.

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

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

15. DISPUTE RESOLUTION

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

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

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

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

15.4. The provision under this section survives the contract.

16. ADDRESS FOR NOTICE

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

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) upon receipt of confirmation receipt when sent by facsimile; or
- (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;

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

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

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

17. TAXES & DUTIES

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

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

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

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

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

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- 17.6. The Successful Bidder and its personnel shall also be responsible for works done and the Purchaser will in no case bear any responsibility. It shall be the responsibility of the Successful Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Successful Bidder shall also provide the Purchaser such information, as it may be required in regard to the Successful Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his personnel shall bear all the taxes if any, levied on the Bidder's, and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 17.7. The Successful Bidder agrees that he and his personnel shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 17.8. The Successful Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Successful Bidder shall indemnify Purchaser and its officer, employees, directors, representative etc. against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
- 17.9. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

18. SUCCESSFUL BIDDER INTEGRITY

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

19. SUCCESSFUL BIDDER OBLIGATION

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

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

The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his

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responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser

20. PATENT RIGHTS

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

21. SURVIVAL

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

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

22. NO AGENCY

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

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

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

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

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

24. THE TRI-PARTITE AGREEMENT

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

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

25. KEY PERFORMANCE MEASUREMENTS

Unless specified by the Purchaser to the contrary, the Bidder shall deliver the services in accordance with the terms of this Contract.

26. COMMENCEMENT AND PROGRESS

The Bidder shall proceed to carry out the delivery & implementation with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract and shall meet the standards of good industry practice.

27. REPORTING PROGRESS

1. Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser. The Purchaser on mutual agreement between both Parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report.
2. Also the successful Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress and various issues concerning efficient and timely execution. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.
3. The submission to an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract.

In case during execution of works/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

28. REPRESENTATIONS AND WARRANTIES

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

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

- 28.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- 28.4. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
- 28.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- 28.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 28.7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.
- 28.8. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
- 28.9. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- 28.10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws
- 28.11. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- 28.12. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- 28.13. That all conditions precedent under the Contract has been complied.

- 28.14. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitution a documents as the case maybe.
- 28.15. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- 28.16. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.
- 28.17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- 28.18. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

29. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

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

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

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

30. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

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

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

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

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

31. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

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

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

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

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

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

32. CONTRACT PRICE

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

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

32.3. The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

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

32.5. The Contract Price will be valid for a period of 6 (Six) Months from the date of issue of Purchase Order PO whichever is earlier. The Bank with mutual consent and satisfactory performance of Bidder may extend the contract price period by further one year on mutual agreed terms.

33. INFORMATION SECURITY

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

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

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

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

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

- 33.6. The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the Bank in the form Appended herewith.
- 33.7. The Bidder shall ensure that subsequent patch, hot fixes and upgrades are also free from malicious code.
- 33.8. The Bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.
- 33.9. The Bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.
- 33.10. The Bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the Bank in the form Appended in **Annexure 13**.

34. OWNERSHIP AND RETENTION OF DOCUMENTS

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

35. CONFIDENTIALITY

- 35.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:
- 35.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 35.1.2. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 35.1.3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

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

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

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

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

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

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

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

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

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

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

35.2.9. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar

confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

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

36. TERM AND EXTENSION OF THE CONTRACT

1. The term of this Contract shall be initially for a period of five years from the date of signing of agreement.
2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

37. CONFLICT OF INTEREST

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

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

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis;

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

provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

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

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

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

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

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

38. FRAUD & CORRUPT PRACTICES

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

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

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

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

has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

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

39. TERMINATION

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

- i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or Contract.
 - ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any Bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
 - b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
 - c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days’ notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

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

40. CONSEQUENCE OF TERMINATION

- 40.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.
- 40.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 40.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.
- 40.4. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.
- 40.5. Nothing herein shall restrict the right of the Purchaser to invoke the Bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
- 40.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 40.7. Termination survives the Contract.

41. PUBLICITY

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

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

42. NO ASSIGNMENT

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

43. GOVERNING LAW

43.1. This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

44. "NO CLAIM" CERTIFICATE

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

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

45. JURISDICTION OF COURT

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

46. COMPLETION OF CONTRACT

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

47. PENALTY

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

47.2. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Measurement Document given in Section -2.

47.3. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section 2 of the Bid Document.

47.4. The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

48. RELATIONSHIP BETWEEN THE PARTIES

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

49. INSURANCE

- 49.1. The Bidder shall take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- 49.2. At the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 49.3. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.
- 49.4. Third party liability insurance with a sufficient coverage for the period of the Contract.
- 49.5. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- 49.6. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 49.7. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- 49.8. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
- 49.9. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

50. LIMITATION OF LIABILITY

- 50.1. The Parties acknowledge that circumstances may arise where on account of a breach by Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortious claim, the Bank may be entitled to damages from Bidder.
- a) Bidder's aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.
- b) The limits specified in Sub-Clause (a) above shall not apply to:
- i. claims made by the Bank for claims relating to the loss of or damage to real property and

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

tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;

- ii. claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations; and
- iii. Indemnity of successful Bidder executed in favour of the Bank.

50.2. 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 Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this.

In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the 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.

- c) In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the BIDDER must at its own expense promptly;
 - i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
 - ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of Raptor
 - iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- d) If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.

51. RECORDS OF CONTRACT DOCUMENTS

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

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

52. OWNERSHIP AND RETENTION OF DOCUMENTS

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

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

53. DATA AND HARDWARE

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

SECTION 4

1. TECHNICAL BID FORM (ANNEXURE-1)

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

Date: _____ (DD/MM/YYYY)

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

Dear Sir,

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer for **Developing a Digital Bank Application for & Branch Digitisation Services** for IDBI Bank in conformity with the said Bid Documents.

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

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

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

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

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

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

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

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

We enclose NEFT UTR no. _____ of _____ towards EMD, in favor of "IDBI Bank Limited" drawn on _____, _____ Branch payable at Mumbai.

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

Dated this _____ Day of _____ 2022

Sign

Name:

Designation:

(Company Seal)

2. COMMERCIAL BID FORM (ANNEXURE-2)

(To be included in Commercial Bid)

(To be printed on Company's Letter Head)

Date: _____ (DD/MM/YYYY)

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

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our **Commercial Bid** in conformity with the said RFP documents:

COMMERCIAL BID

Sr. No	Description	Digital Bank Application	Branch Digitisation
1.	One-time Fee – Implementation (Planning, designing including UI/UX, developing, testing, and deployment) cost for the solution including any software licensing fee [^] and customization till go live and warranty period of one year with four onsite resources	A1	A2
2.	Commercial for providing AMC for production support (L1, L2, and L3) with four on-site resources post expiry of warranty period of one year thereafter renewal every year on mutually agreed terms.	B	
3.	Fixed Normalized man-month rate ⁵ for 20 resources ^{##} comprising of Project manager, Team Lead, Application architect, Analyst, Front end/UI/UX and Back end developers, DBA, Tester, etc. for new requirements/ customization/ development of both use cases. The scope of this engagement will include planning, requirement gathering, architecture designing, system integration, development, UI/UX, testing, deployment- & delivery, Application support, Maintenance, etc.	C	
Total Amount (In figures) (To be calculated as (A1+A2)+(B*4)+ (C*12) (the multiplying factors are only for the purpose of calculating TCO. Please			

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

refer note section for variable - A1, A2, B, C description)	
Total Amount (In Words)- (TCO)	

[§]Contract price would be valid for a period of 5 years from date of Go-Live of the application.

^{##}Refer Annexure 21 for detailed skill set of the resources along with the experience required for both use cases.

[^] The License for the Platform to be Enterprise-wide perpetual level for all the modules/ system offered for the Bank.

Note:

- i. One-time Fee – Implementation fee for “Digital Bank Application” (i.e. as per Sr. No. 1) would be denoted as ‘A1’.
- ii. One-time Fee – Implementation fee for “Application for Branch Digitization” (i.e. as per Sr. No. 1) would be denoted as ‘A2’
- iii. Commercial for providing AMC for production support for both “Digital Bank Application” & “Application for Branch Digitization” (i.e. as per Sr. No. 2) would be denoted as ‘B’
- iv. Fixed Normalized man-month rate[§] for 20 resources for both “Digital Bank Application” & “Application for Branch Digitization” (i.e. as per Sr. No. 3) would be denoted as ‘C’
- v. Prices quoted should be exclusive of all applicable taxes such as GST.
- vi. Price quoted for ‘A2’ should not exceed ‘A1’.
- vii. All prices shall be quoted in Indian Currency (INR).
- viii. All Applicable taxes would be deducted at source, if any, as per prevailing rates.
- ix. In case of discrepancy between figures and words, the amount in words shall prevail.
- x. The amount quoted against TCO will be used for Techno- Commercial evaluation.
- xi. Initial PO will be issued for s. no. 1.
- xii. Additional PO as per s. no. 2 will be issued every year (post warranty support) for the period of contract as agreed while contracting.
- xiii. Additional PO for s. no. 3 would be issued for subsequent phase wise implementations after go live as decided by the Bank
- xiv. The bank reserves the right to further negotiate on the TCO and/or its individual component post selection of successful bidder.

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

(Signature)

(Name of the signatory)

(In the capacity of duly authorized to sign Bid for and on behalf
of (Company Seal)

Date:

Place:

3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)

(To be included as part of the Commercial Bid)

1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at fees mentioned in the financial bid.
2. The above fees include all costs, duties, levies and all other applicable charges including local travelling expenses, cost of stationery, assisting Bank in replying to inspection remarks of Bank's, if any, etc.
3. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by Bank along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.
4. In case of discrepancy between unit price and total price, the unit price shall prevail.
5. In case of discrepancy between figures and words, the amount in words shall prevail.
6. The price quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
7. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
8. For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on Bidder / Bidder.

Signature of Bidder: _____

Name : _____

Business address : _____

Offices Seal : _____

Place:

Date:

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

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

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

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

Dated this _____ day of _____ 2022 For or on behalf of M/s _____

(Authorised Signatory)

(Name, Designation and Address)

Accepted

(Authorised Signatory)

(Name, Title and Address of the Attorney)

Date:

Witnesses:

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

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



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

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

Date: _____ (DD/MM/YYYY)

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

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Ltd. regarding supply of Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services

Signature : _____
Name : _____
Designation : _____
Company seal : _____

6. SELF DECLARATIONS (ANNEXURE-6)

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

Date: _____ (DD/MM/YYYY)

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

Dear Sir,

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

We, _____ (name and designation) on behalf of M/s _____ having its registered office at _____ have submitted a Bid proposal to IDBI Bank for _____ in response to the RFP dated _____ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

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

- ix. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

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

Dated this _____ day of _____ 2022

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of _____

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

7. CONTRACT FORM (ANNEXURE-7)

(Submitted by the successful Bidder as per Maharashtra stamp duty act)

(Note -Submit the document as per format only)

THIS AGREEMENT made at..... theday of 2022 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and (Name of Contractor) of (please specify the registered office of the (Contractor) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No. _____ shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - a. Invitation for Bids
 - b. Instructions to Bidders
 - c. The Bid form and the price schedule submitted by the Bidder/Contractor;
 - d. Service level expectations
 - e. The technical & functional specifications ;
 - f. The terms and conditions of Contract ;
 - g. The purchaser’s notification of award ;
 - h. Schedule of dates, amounts etc.

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



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

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

Signed and Delivered by the within named

Signature :

Name :

Date:

IN THE PRESENCE OF

1. Signature

Name :

Address :

.....

2. Signature

Name :

Address :

.....

Signed and Delivered by

the within named

M/s.

.....

Date :-

IN THE PRESENCE OF :

1. Signature

Name :-

Address :-

2. Signature

Name :

Address :

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

.....

.....



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

8. PERFORMANCE BANK GUARANTEE (ANNEXURE-8)

(To be submitted by the Successful Bidder)

Bank Guarantee No.	_____
Bank Guarantee Amount	_____
Expiry Date	_____
Claim Amount	M/s. _____
Account	

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Twenty Two

BY:

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

IN FAVOUR OF:

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

WHEREAS, Bank called for the bids for engagement of bidder to installed and commission of Reference: RFPfor Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitisation Services(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022) for the Bank. M/s..... have been appointed as the bidder (hereinafter referred to as " bidder") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the bidder has duly confirmed the same.

- AND WHEREAS** pursuant to the Bid Documents, the Contract, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank , more particularly described in the

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for and on behalf of the company.

Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2. **AND WHEREAS** the bidder has duly signed the said documents.
3. **AND WHEREAS** in terms of the Contract, the bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for securing towards faithful observance and performance by the bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
4. **AND WHEREAS** at the request of the bidder, the Guarantor has agreed to guarantee the Bank, payment of the 3% of the Contract Price amounting to(in words) with a validity of _____ towards faithful observance and performance by the Bidder of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the or any part thereof, as the case may be, as aforesaid due to the Bank from the bidder, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the bidder. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the bidder or any dispute between the Bank and the bidder pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the bidder has failed to perform the terms of the Contract for providing the Services by the bidder to the Bank, and on account of the said failure what amount has become payable by the bidder to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i. any change in the constitution or winding up of the bidder or any absorption, merger or amalgamation of the bidder with any other company, corporation or concern; or
 - ii. any change in the management of the bidder or takeover of the management of the Bidder by the Government or by any other authority; or

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- iii. acquisition or nationalisation of the bidder and/or of any of its undertaking(s) pursuant to any law; or
 - iv. any change in the constitution of Bank/ bidder; or
 - v. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of (in words) being the 3% of the Contract Price.
7. This Guarantee will expire on _____. Any demand or claim under this Guarantee must be received by the Guarantor by _____ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

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

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. _____,

its authorised official.

9. NON-DISCLOSURE AGREEMENT (ANNEXURE-9)

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

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

WHEREAS, Bank called for the bids for engagement of Bidder to supply solution for Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitisation Services of the Bank. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services for installation and commission of Reference: RFP for Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitisation Services (REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022) has submitted its bid.

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

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

It is hereby agreed as under:

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

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

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

the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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

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

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

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

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

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

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

Authorised Signatory

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

Name :

Designation:

Office Seal:

Place:

Date:

Accepted –

Bank

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

10. DEED OF INDEMNITY (ANNEXURE-10)

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

This Deed of Indemnity executed at Mumbai on the _____ day of _____ by _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

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

Where as

- (1) The Obligor has
 - (a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank ("Services") as inclusively stated under Scope of Work and Service Level Expectations;
 - (b) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank;
 - (c) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Bank;
 - (d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- (2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Agreement dated _____ (the Agreement) with the Obligor;
- (3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- (4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

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

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise in account of any default and or breach and or otherwise in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgement against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgement, a certified copy of which shall be conclusive evidence of the judgement, or in



any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI.

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

Signed and Delivered on behalf of (M/s _____)

by the hand of Mr/Ms/Mrs _____ (Designation _____),

the authorized official of the obligor

11. KNOW YOUR EMPLOYEE (KYE) (ANNEXURE-11)

(To be submitted by the Bidder on their letter Head)

Date: (DD/MM/YYYY)

To,

M/s _____

(Name and Address of Successful Bidder)

Dear Sir,

Reference: RFPfor Developing a Digital Bank Application for the Millennial Customer Segment & Branch Digitisation Services(REF No:)

UNDERTAKING

We _____(name of the company) hereby confirm that all the resource (both on- site and off-site) deployed/to be deployed on Bank’s project for _____(name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We further undertake and agree to save, defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim, penalties, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

Signature of Competent Authority with company seal ____

Name of Competent Authority _____ Company / Organization

Designation within Company / Organization _____

Date _____

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

Name of Authorized Representative

Designation of Authorized Representative

Signature of Authorized Representative

Verified above signature

Signature of Competent Authority Date

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

12. TECHNICAL REQUIREMENTS (ANNEXURE-12)

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

The bidder will be required to fill in the below table as part of the submission and would be required to substantiate the relevant features during the demo.

General

SI No	Requirement	Compliance (Y/N)
1	The proposed Platform should use a multi-tier (minimum 3-tier) architecture for the main application using on premise environment including web, app & touch enabled user interface	
2	Ability to change a feature / journey for enhancing customer experience through loosely coupled architecture.	
3	Quick time to market with new functionalities/ capabilities.	
4	The platform should provide building various User Interface (UI) having Low Code builder capabilities.	
5	The Bidder should use agile delivery model which will be an on-premise deployment and leverage DevOps for the same.	
6	The bidder should be able to continuously build, test and deploy functionality for rapid time to market.	
7	Capability for centralized log management to enable proactive alert and incident management.	
8	Bidder should also provide and implement version control too	
9	Bidder should be able to automate the release and delivery of applications, shortening the delivery lifecycle, streamlining manual processes, and accelerating team velocity.	
10	Bidder will build the test automation capability; design, implement, roll-out & support.	
11	There should be able to a common comprehensive reporting dashboard as part of "continuous measurement" to enable the Bank to monitor the adoption and implementation.	
12	The containerization platform should provide logging and monitoring capabilities. It should also provide application developer console and IDE for developer console.	
13	The platform should integrate with the Ticketing tool and Application Performance Monitoring Tool.	
14	The proposed application shall be hosted on Bank's on premise infrastructure. However, Platform should have capability to	

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	migrate to any other platform as per the Bank's requirement.	
15	The proposed application shall check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address which is required for audit purpose.	
16	The proposed application should have the capability of logging successful and unsuccessful authentication attempts/authorization events.	
17	The proposed application shall provide configurable on-demand, real time reports, reconciliation data files, dashboards, etc. as per the needs and specifications of the Bank.	
18	The proposed application should support Step-Up authentication feature and provide appropriate authentication mechanism based on the risk assessment of the customer / user profile returned by EFRMS system.	
19	The proposed application must provide robust integration layer for integrating into a Bank's analytics packages, proposed CRM systems or any other internal systems for easy data exchange for analytics use-cases.	
20	The proposed application should have the ability to integrate with new age banking channels with live chat/ WhatsApp/ Website/ Chatbot solutions etc.	
21	The proposed application shall provide multilingual to support minimum 15 regional languages.	
22	The proposed application should support Design experience that can be used, understood and accessed by people with diverse range of visual, auditory, physical disabilities.	
23	The proposed application should support integration with Bank's EFRMS System for providing real-time / nearreal time alerts and take action based on the risk score returned by EFRM System.	
24	The proposed application should provide well defined and well documented Open APIs which can be exposed to 3rd Party Fintechs.	
25	The proposed application should cater for a separate API layer which is de-linked from the UI layer having API first approach	
26	The proposed application must support load balancing across multiple servers/ clusters for transparent failover, complete disaster recovery and optimal service delivery, Single application failure etc.	
27	The proposed application should provide cross platform support	

	and integration via API / Web Services or via SDK with other Apps.	
28	The proposed solution should have a customer layer, branch layer, authentication layer, access management layer , api layer , limit management layer , beneficiary management layer , admin layer , rule engine and these layers can be independently managed.	

Digital Bank Application

SI No	Requirement	Compliance (Y/N)
1	The digital bank application should be compatible with Android, iOS devices and on web interface.	
2	The digital bank application should be able to integrate with bank databases/ Application/ ESB using stored procedures, direct database integration, REST/SOAP APIs and ISO messaging	
3	Mention architecture type of the solution SOA or Microservices (Rest Endpoints) ?	Mention Here
4	The digital bank application should be capable of handling TPS (Transaction per Second) value of 250 and should be scalable as per the bank's requirement.	
5	System should be able to handle 5000 concurrent logged in users which should be scalable to handle 10000 concurrent users over next 5 years	
6	The digital bank application should be deployed within a timeline of 4 months from the date of issuance of PO.	
7	<p>Essential Technical Features:</p> <ol style="list-style-type: none"> 1. Access device features like camera, contacts, calendar, call, sms, email client, etc. 2. GPS: for detecting address of customer automatically 3. Document/Image/Video Upload 4. Download of documents (Interaction with mobile memory) 5. Login 6. Capture Promo Code/Referral Code (Referral Code logic to be designed) 7. OTP triggering and Validation 8. Automatic detection of mobile numbers present on the device 9. Automatic detection of email ids logged in on the device 10. Login by face id/ fingerprint/PIN/Biometric 11. Forms 12. Product Menus 13. Push Notification 14. Pull Notification 15. App Analytics 16. SMS and Mail triggering for transaction updates and promotions 17. Permission request from user (device consent) 18. OCR for fraud/genuineness/forgery/alteration check 	<p>1.Yes / No</p> <p>2.Yes / No</p> <p>3.Yes / No</p> <p>4.Yes / No</p> <p>5.Yes / No</p> <p>6.Yes / No</p> <p>7.Yes / No</p> <p>8.Yes / No</p> <p>9.Yes / No</p> <p>10.Yes / No</p> <p>11.Yes / No</p> <p>12.Yes / No</p> <p>13.Yes / No</p> <p>14.Yes / No</p> <p>15.Yes / No</p> <p>16.Yes / No</p> <p>17.Yes / No</p>

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	<p>19. Help and Support feature (live chat, customer care calling)</p> <p>20. Overall rating and feedback from customer by way of stars/emoji's, etc.</p> <p>21. Dynamic menu based on user preference</p> <p>22. Simple search with 2 to 3 input fields</p> <p>23. Advanced search with 5+ input fields</p> <p>24. Pagination</p> <p>25. Zoom in and zoom out</p> <p>26. Video Streaming</p> <p>27. Configurable screen design /user interface</p> <p>28. Payment Gateway Integration</p> <p>29. Portrait/Landscape Orientation</p> <p>30. Mobile application Widget</p> <p>31. Session Management</p>	<p>18.Yes / No</p> <p>19.Yes / No</p> <p>20.Yes / No</p> <p>21.Yes / No</p> <p>22.Yes / No</p> <p>23.Yes / No</p> <p>24.Yes / No</p> <p>25.Yes / No</p> <p>26.Yes / No</p> <p>27.Yes / No</p> <p>28.Yes / No</p> <p>29.Yes / No</p> <p>30.Yes / No</p> <p>31.Yes / No</p>
8	<p>The solution must have back-end arrangements for data sharing and integration with below agencies (indicative list):</p> <p>1. NSDL</p> <p>2. UIDAI</p> <p>3. NPCI</p> <p>4. CAMS</p> <p>5. Kfintech</p> <p>6. Social Media Integration</p>	<p>Indicate Yes or No against each Feature</p> <p>1. Yes or No</p> <p>2. Yes or No</p> <p>3. Yes or No</p> <p>4. Yes or No</p> <p>5. Yes or No</p> <p>6. Yes or No</p>
9	<p>Vendor application needs to be integration ready with CBS, CRM and existing Bank systems for savings accounts, current accounts, debit cards, payments, wealth management, etc.</p>	<p>Indicate Yes or No</p>
11	<p>All external integration to be carried out and subscription to be brought by partner.</p>	
12	<p>Vendor should support the Bank for on premise PCI DSS certification, VAPT, App sec, and integration of the application with any other information security monitoring solution mandated by the Bank.</p>	
13	<p>The vendor should integrate SDKs for functionalities that the bank may want to add to its digital banking solution like soft token, voice assistant, etc.</p>	
14	<p>Solution should be able to provide speech to text conversion feature, wherever required in the application</p>	
15	<p>The solution should have separate modules for Application, Authentication/authorization management, beneficiary management, Limit Management, Payments, User profile / role management which can be consumed by any other application</p>	

	via APIs.	
16	Solution should have application monitoring features to monitor and analyse application usage, malicious attacks, user behaviour, etc. and it should be able to integrate with existing security systems (FRMS, SIEM, SOC, etc.) of the bank.	
17	The selected architecture chosen by the vendor must be flexible to make the digital banking app the super app of the bank in the Future.	
18	Solution should have the capability to integrate with Bank's internal systems like "bancs connect" which uses ISO messaging format.	

Account Opening Portal

SI No	Requirement	Compliance (Y/N)
1	The solution should be omnichannel (mobile, computer, tablet, etc.)	
2	The solution should be agnostic to CBS used by the bank (Finacle currently)	
3	Should be integration ready with bank databases via stored procedures, direct database integration and via APIs/services	
4	Solution should have integration capability to integrate with a physical camera/webcam for clicking customer passport size photo	
5	Solution should have OCR capability to scan documents if needed	
6	Solution should be integration ready to communicate using APIs and microservices with both internal and external systems, wherever required	
7	Solution should have form filling Capabilities with all relevant form features like drop-downs, calendar integration, etc.	
8	Solution should have capability to upload documents, photos and other file formats and should have capability to store in a database	
9	Solution should be able to trigger an OTP to the customer mobile number, if needed	
10	Solution should be able to run and track workflows for various processes and user should be able to view the status of the workflow	
11	Solution should have a customizable workflow	
12	Solution should have the capability to trigger mail/SMS to customer, whenever required	
13	Solution should have integration capability with bank's mobile applications, web applications, Bank website, internet banking, etc.	
14	It must have roles-based accessibility (underwriter/sales agent/IT, etc.)	
15	Customer data verification from various data sources like VoterId, database, NSDL, UIDAI(Biometric verification and OTP Validation), Telecom Database, etc.	
16	Should be able to integrate with bank's backend system for the account creation process	
17	Solution should have capability to capture biometrics of the customer	

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

	for KYC	
18	Solution should have capability to incorporate e-signature	
19	Solution should be capable to integrate SDKs into the solution, wherever required	
20	The solution should be capable in maintaining activity logs	
21	The solution should have login capability and should be able to give roles-based access to its users	
22	Solution should have a user-friendly admin interface for the bank admin to be able to modify solution workflows and configure the solution, wherever required.	

Other requirements

SI No.	Requirements	Compliance (Y/N)
1	The application should be capable to integrate with HRMS, Bank's AD login for application authentication	
2	Application should provide second Additional factor authentication such as OTP	
3	System should be able to push data to Bank's internal applications for further processing	
4	The application should provide access to Bank's internal web portals within this application through SSO login	
5	The application should be able to capture the details such as location, images (in case of property/collateral/stocks),etc	
6	The 85application should have the capability to capture location, journey, timestamp of officer visits, etc so that the data can be pushed to bank's internal system (Core, HRMS, etc) etc.	
7	The supervisors/controllers should have the provision to have access to the captured details for suggestions/comments.	

Digital Register for Deliverables

SI No.	Requirements	Compliance (Y/N)
1	Functionality to track cheque book, debit card, welcome kit on real time basis	

Signature :
Name :
Designation :
Company seal :

13. FUNCTIONAL REQUIREMENTS (ANNEXURE-13)

The bidder will be required to fill in the below table as part of the submission and would be required to substantiate the relevant features during the demo.

Digital Bank Application General

SI No	Category	Requirement	Compliance (Y/N)
1	Activate/ Deactivate, Deregister	Solution should provide option to these functionality.	
2	Change / Select language	Solution should provide option to change or select the language.	
3	Account 360 degree view	Solution should provide the account view – data to be fetched from CBS	
4	Account Servicing	Solution should provide the account service like a/c details/Statement/ mini-statement download statement / Cheque services, etc.	
5	End user profile management	Solution should provide option to end user to view profile/ update profile photo/ change password or PIN/ Transaction Lock or Unlock/ Login history, etc.	
6	Integration In-App rating	Solution to provide option for in-app rating and feedback	
7	Push/ In-App Notification	Solution should be capable for push and In-App notification.	
8	Refer/Invite/Share App	Solution should Allow customer to refer friend from phonebook or email, new number about our App.	
9	Referral Program	Solution should provide referral program for encouraging / inviting other users	

Savings Account

SI No	Category	Requirement	Compliance (Y/N)
1	Savings Account	Solution should have a security feature that ensures no two devices can operate one savings account at the same time. Vendor to ensure that latest device binding technologies are used.	
2	Savings Account	Solution should verify email id, auto fetch existing mail ids on the device. It should also verify mobile number via OTP	
3	Savings Account	Solution should have the ability to extract PAN details using PAN number via respective APIs.	
4	Savings Account	Solution should have the ability to extract Aadhaar details using Aadhaar number and OTP Validation	

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		via respective APIs	
5	Savings Account	Solution should have the ability to extract address details (device location) using GPS related technology	
6	Savings Account	Solution should have the ability to integrate with Bank systems for capturing and tracking leads for cross-sell / up-sell framework with other products	
7	Savings Account	Solution should be able to leverage existing security options (screen lock, biometrics, etc.) of mobile device	
8	Savings Account	Solution should be able to get existing customer details from bank's database	
9	Issuance	Solution should be able communicate generated account number from the Bank's CBS to customer.	
10	Issuance	Solution should be integration ready for generation of the debit card number through the Bank's debit card management system and create a customizable (name) virtual debit card	
11	Issuance	Post successful processing of savings account application, the app must be able to communicate with bank/third party system for debit card printing and dispatch of the welcome kit. It should also be able to integrate with bank systems for displaying virtual debit card details to customer through API.	
12	Customer Experience	Solution should be able to communicate with the physical card vendor and update the status of physical card for the customer to track.	
13	KYC	Solution should be able to conduct e-KYC during savings account opening while following regulatory requirements	
14	KYC	Solution should have capability to integrate with any third-party solution for video KYC or integrate with bank's existing eKYC solution	
15	Dropout Cases	The solution should have the functionality to restart from an appropriate stage with pre-filled details if the customer drops out during the application	
16	Dropout Cases	The solution should have a functionality to carry out dropout analysis and a follow-up mechanism to	

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		engage with customers who have dropped out of the process at various points	
17	Dropout Cases	Solution must be capable of presenting a thorough analysis of the rejected cases	
18	Dropout Cases	Solution should be able to send customer reminders/ follow-up communications after a pre-decided time (TAT), and should be able to maintain logs of all such communications with the client and have provision for analysis of the same and decide on future communication strategy based on the analysis	

Debit Card Servicing

S. No.	Category	Requirement	Compliance (Y/N)
1.	Debit Card Servicing	<p>Solution should have the following features incorporated in the digital bank application through Bank's API</p> <ol style="list-style-type: none"> 1. Manage Debit card. 2. Card Freeze 3. Card Block 4. Feature to switch between viewing masked or unmasked details of virtual card (Password protected) 5. View Card Details (Name of Customer, Card Number, Expiry, CVV) - masked debit card details must be shown with an option to unmask using security PIN 6. Card Controls (Online transactions, ATM Withdrawal, etc.) 7. Card Limits 8. Reset ATM PIN 9. Card Replacement Request, etc 	

Fixed Deposit and Recurring Deposit

SI No.	Category	Requirement	Compliance (Y/N)
1.	Fixed Deposit and Recurring Deposit	Solution should have capability to book and close fixed deposit via Finacle web service/ISO	

2.	Fixed Deposit and Recurring Deposit	Solution should have capability to book and close recurring deposit via Finacle web service/ISO	
3.	Fixed Deposit and Recurring Deposit	Solution should be integration ready with Bank's CBS for FD/RD booking and withdrawal via API integrations	
4.	Fixed Deposit and Recurring Deposit	Solution should have capability to renew FD and update maturity instructions for FD via Finacle web service/ISO	

Limit Management

S. No.	Category	Requirement	Compliance (Y/N)
1.	Limit Management	<p>Solution should have limit management module for managing user/transaction limits:</p> <ul style="list-style-type: none"> • Fund Transfer • Bill Payments • Ecommerce • UPI • and other future enhancements. 	
2.	Limit Management	Solution should provide an option to set limit/capping on value and volume of transaction per day/ week/ month/ quarterly/ half yearly/ yearly at application level	

Payment Services

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S. No.	Category	Requirement	Compliance (Y/N)
1.	Payment Services	The solution should provide below payment services List of payment services 1. Scan and Pay 2. Bank Transfer (within bank and outside bank) 3. Bill Payments ○ BBPS ○ Others 4. UPI Payment	
2.	Bill Payment	Solutions should be able to integrate with billers which are registered on BBPS and other bill payment gateways	
3.	Bill Payment	Solution should be able to integrate with BBPS related external and internal APIs for facilitating bill payments	
4.	Bill Payment	Solution should have capability to setup e-mandate for automating utility bill payments through debit and credit cards	
5.	Bill Payment	Solution should provide list of payment options includes (UPI, Netbanking, Debit Card, etc.) which can be utilized for bill payments	
6.	Scan and Pay	Solution should be able to fetch relevant details by scanning QR code (UPI, Bharat QR, mVisa, etc) or uploading QR code from images received through multiple channels (Whatsapp, Email, SMS etc.,)	
7.	Scan and Pay	Solution should be able to generate QR code to receive payments	
8.	UPI Payment	Solution should be able to verify mobile number/VPA (UPI-Id) for payments	
9.	UPI Payment	Solution should have functionality to transfer funds using account number and IFSC code via UPI. It should be able to validate IFSC code before payment is made	
10.	UPI Payment	Solution should have functionality to verify UPI number to make funds transfer	
11.	FasTag	Solution should be able to integrate with existing solution of Bank for fastag for issuance. It should be able to incorporate recharge feature for the fastag.	
12.	UPI Payment	Solution should have the capability to incorporate pull based transactions where user should be able to authorize	

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		pending payments raised from other applications	
13.	Overall Payments	Solution should have a functionality to carry out analysis of failed transactions and trigger reconciliations with bank/external systems in cases of failed transactions	
14.	Overall Payment	Solution should have a functionality to raise chargebacks/disputes and report suspicious transactions	

Fund Transfer

SI No.	Category	Requirement	Compliance (Y/N)
1.	Fund Transfer	Solution should have functionality to enable Within Bank Fund transfer/NEFT/IMPS/RTGS/UPI/Quick transfer payments by integrating with bank systems	
2.	Fund Transfer	Solution should have functionality to add, verify, and manage within bank as well as other bank beneficiary.	
3.	Fund Transfer	Solution should have capability to setup recurring/scheduled payments for regular fund transfers	
4.	Fund Transfer	Solution should provide facility rule based scheduled transactions facility	

Credit Card

SI No.	Category	Requirement	Compliance (Y/N)
1.	Credit Card	Solution should be able to integrate with Bank's end to end credit card issuance and management process	
2.	Credit Card	Solution should be able to incorporate existing process of credit card through various API/SDK integrations. The process will be incorporated within the UI/UX of digital banking application	

Wealth Management

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SI No.	Category	Requirement	Compliance (Y/N)
1.	Wealth Management	Solution should be able to fetch relevant statements from registered email id of user for importing and tracking portfolio. Solution should also be able trigger request for various kinds of statements like holdings statement, transaction statement, capital gain statement etc., from mutual fund depositories	
2.	Wealth Management	Solution should be able to assign risk profile to customer based on customer's response for the questions	
3.	Wealth Management	Solution should be able to suggest relevant investment options as per user risk profile	
4.	Wealth Management	Solution should be able to fetch and display a list of all the mutual funds from asset management company	
5.	Wealth Management	Solution should be able to communicate with asset management company for purchase and withdrawal of mutual fund units, as well as, for registration, modification and cancellation of SIPs. It should have a functionality to setup mandate for SIP deduction from customer's account	
6.	Wealth Management	Solution should be able to show mutual fund product menus and scheme details along with all standard details for the customer to view and compare the mutual funds	

Spend Analytics

SI No.	Category	Requirement	Compliance (Y/N)
1	Spend Analytics	The solution should have the functionality to track various debit and credit card spends.	
2	Spend Analytics	Solution should enable the customer to visualize their category spends and get insights from them (applicable for both savings account and credit cards).	
3	Spend Analytics	The solution should also have the functionality to filter transaction across different categories and across different time periods.	

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4	Spend Analytics	The solution should have the functionality to provide cross sell/upsell opportunities for the bank's different products.	
5	Spend Analytics	The solution should have the functionality to create rules to enable customers to set aside funds based on their requirement.	

Admin Module

SI No.	Category	Requirement	Compliance (Y/N)
1	Dashboard	Dashboard menu will give below details to the admin user for his/her Immediate Action <ul style="list-style-type: none"> • Password Alerts • Mail Alerts • Relationship Management Alerts Administration Alerts	
2	*Customer Login Assist	This menu will provide assistance to the admin user to login on behalf of the customer.	
3	My Profile	This menu assists the admin user to manage his / her profile, set and manage passwords, etc.	
4	Emails	This menu lists all communication delivered to the admin user from his tagged customers	
5	Channel Administration	This menu assists the admin to control user profile, limit schemes, transaction authorization, authentication, beneficiary approval and beneficiary limit maintenance (user/beneficiary/transaction limits, etc), etc.	
6	Transaction Administration	This menu assist the admin to configure holidays, fund transfer/bill payments rules, transaction type, etc.	
7	General Administration	This menu assists the admin user to configure Audit Setup, Logs Maintenance, Approval Policy Setup, Page Maintenance, Bank User Approvals, Bank User Maintenance ,Fetch Transaction Details, Fetch Average Balance, Account Maintenance, Error code and message configuration, Account Type configuration / Product Type Configuration / Limit maintenance , OTP/Password configuration , content management etc.	
8	Reports Administration	Admin can generate necessart reports like FD/RD booking report, audit reports, service request reports, etc	
9	User maintenance	Via this menu, admin can manage User Maintenance (addition, deletion, activation/deactivation, etc.), Personal Beneficiary Link, Self-Confirmation Setup,	

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		Approval Policy Setup, etc	
10	Retail Relationship Management	Admin user can view all requests made by the customer like online password generation, other service requests, etc.	
11	Activity Inquiry	Activity audit log of all users can be viewed via this menu	

Phase 2

The solution should have the capability for the below functionalities that may be considered for phase 2 of the application.

SI No.	Category	Requirement	Compliance (Y/N)
1.	Phase 2	Solution should be able to incorporate loyalty and rewards features, review and redeem reward points	
2.	Phase 2	Application should have the capability to incorporate other financial features and non-financial features.	
3.	Phase 2	The application should have the capability for future in-app integrations with internal and external applications	

Branch Digitization Services

Account Opening Portal

SI No.	Category	Requirement	Compliance (Y/N)
1.	Account Opening Portal	The solution should be able to fetch customer details using NSDL and UIDAI APIs	
2	Account Opening Portal	The solution should have the ability to verify biometric KYC of the customer opening the account	
3	Account Opening Portal	The solution should have the capability to fetch details from scanned documents like Aadhar, pan, ITR etc. if required	
4	Account Opening Portal	The solution should have aadhar based e-signature facility for customer authentication of account opening application	

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5	Account Opening Portal	The solution should be able to capture live image of the customer if required	
6	Account Opening Portal	The solution should be able to integrate with CBS apis to create the account	
7	Account Opening Portal	The solution should be able to integrate with other backend systems of the bank to send and receive applications if needed	

Digital Register for Deliverables

SI No.	Category	Requirement	Compliance (Y/N)
1	Digital Register for Deliverables	The solution should have the ability authenticate the customer identity via OTP and/or aadhar based e-signature	
2	Digital Register for Deliverables	The solution should have backend integration with different bank units which dispatch different deliverables (cheque books, debit cards etc.) to maintain an accurate inventory status of each branch	
3	Digital Register for Deliverables	The inventory status should be fed to the respective dispatch units for the Realtime status	
4	Digital Register for Deliverables	The solution should have a central dashboard (branch agnostic) for the Bank employees (role based) to obtain historic deliverables data for each customer	
5	Digital Register for Deliverables	The solution should send notification to customer if deliverables are not collected in stipulated time	

Internal Application Aggregator Platform for Branch

SI No.	Category	Requirement	Compliance (Y/N)
1	Application Aggregator Platform	The solution should aggregate existing bank internal applications/workflow tools in a single platform, with category-based division for ease	

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		of use	
2		The solution should have the ability to launch the internal application/workflow tool once the bank employee opens it via the platform	
3		There should be role-based access for each workflow tool depending on the employee designation	

Signature :

Name :

Designation :

Company seal :

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14. INFORMATION SECURITY CERTIFICATE (ANNEXURE-14)

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

Date: _____ (DD/MM/YYYY)

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

**Reference: RFP for Developing a Digital Bank Application for the Millennial Customer
Segment & Branch Digitisation Services
(REF No:)**

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
 - (a) Obstruct the Desirable and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Signature : _____
Name : _____
Designation : _____
Company seal : _____

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15. PRE – BID QUERIES (ANNEXURE–15)

(To be submitted in excel file format at mail id's mentioned in the Scheduled of Events)

Bidder Name:				
Contact Person:				
Contact no / email id:				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

Signature : _____
Name : _____
Designation : _____
Company seal : _____

16. BIDDER PROFILE (ANNEXURE-16)

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

Date: _____ (DD/MM/YYYY)

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

Dear Sir,

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

Sr. No	Particulars	Response
1	Name & Registered Office Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3	PAN No (Copy of PAN card to be submitted)	
4	GST No (Copy of GST reg. to be submitted)	
5	Correspondence address at Mumbai with contact person/s Details: Name: Email id: Telephone number & mobile number: etc.	
6	Contact person/s Details for the purpose of this RFP: Name: Email id: Telephone number & mobile number:	

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	etc.	
7	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

17. ELIGIBILITY CUM EVALUATION CRITERIA COMPLAINE SHEET (ANNEXURE – 17)

Date: _____ (DD/MM/YYYY)

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

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

ELIGIBILITY CRITERIA

The bidder will be assessed by the bank based on below parameter

SN	Eligibility Criteria	Documents to be Submitted	Compliance (Yes/No) Also mention Document Name along with Page No.
1	The firm is registered in India under the applicable act	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum, Articles of Association/ Partnership Deed & Shareholding pattern.	
2	The bidder must be CMMI level 5 Certified Company and the certificate should be valid as on date of bid submission	Copy of certification.	
3	The firm is in the business of: Developing a Digital Bank Application and branch digitization service	Self-undertaking on companies' letterhead	
4	The firm should have implemented	Copy of the order and / or Certificate of	

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	at least 3 successful projects in the last 5 years with an NBFC/Small Finance Bank/Payments Bank/Scheduled Commercial Bank/Scheduled Foreign Bank in the subject use case.	completion of the work	
5	<p>The firm should fulfill the following criteria:</p> <p>(a) no vigilance and / or material court cases pending against it.</p> <p>(b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency;</p> <p>(c) The Bidder has not been blacklisted in last 5-years by any public sector BANK, RBI/NHB or IBA and should not be blacklisted as on date of application submission</p> <p>(d) Should not be a willful defaulter. Firm must certify to that effect</p>	Self-declaration copy on firm's letterhead	
6	Solution should use Authentication and Encryption methodology as per RBI guidelines	Self-undertaking on company's letterhead	
7	<p>a. The bidder must have an average turnover of minimum ₹ 25 crores during last 02 (two) financial years</p> <p>b. The bidder should have experience of minimum 3 years in providing the services in the field mentioned in point 2 of this table</p> <p>c. The bidder should have positive tangible net worth during last 02 financial years</p>	<p>a. Copy of the audited financial statement for FY 2019-20 & 2020-2021.</p> <p>b. Copy of the order and / or Certificate of completion of the work.</p> <p>c. Copy of the audited financial statement for FY 2019-20 & 2020-2021.</p>	

8	The Bidder should have at least 1,000 technical resources (In India) on its roles across areas such as Technical Architecture, Engineering/ Development/ Testing in (Web/ Mobile), Design Engineering (UI/UX Designers), Business Analyst (in Banking Domain etc.) –(excluding the resources in support and Maintenance Activities) as on the date of RFP.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	
9	The solution should cater to the relevant certification like PCI-DSS, PA-DSS etc. as the case may be.	Appropriate proofs as applicable	
10	In terms of Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.	<ul style="list-style-type: none"> Both OEM and Bidders have to submit the approval from Competent Authority. <p>Alternatively, Bidders should provide Certificate "Model Certificate for Tenders", on their stamp paper, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	

DOCUMENTS REQUIRED FOR EVALUATION

III (a) Below contents need to be submitted on companies' letterhead (Self-undertaking)

Sr. No.	Description / Content	Mention document Name along with Page No.
1	The firm is in the business of: Developing a Digital Bank Application and Branch Digitization Services.	
2	The firm should fulfil the following criteria: (a) no vigilance and / or material court cases pending against it., (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency; (c) The Bidder has not been blacklisted in last 5-years	

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	by any public sector BANK, RBI/NHB or IBA and should not be blacklisted as on date of application submission, (d) Should not be a willful defaulter. Firm must certify to that effect	
3	Solution should comply with Authentication and Encryption methodology as per RBI guidelines	
4	Copy of the audited financial statement for required financial years. (To ascertain The firm must have an average turnover of minimum ₹ 25 crores during last 02 (two) financial years)	
5	Copy of the order and / or Certificate of completion of the work, separately for Digital Bank Applications and Branch Digitization solutions. (The firm should have experience of minimum 3 years in providing the services in Developing a Digital Bank Application and Branch Digitization Service)	
6	Copy of the audited financial statement for required financial years. (To ascertain The firm should have positive tangible net worth during last 02 financial years)	
7	Scalability of solution – Both vertical and horizontal	
8	Organization Team size – Total.	
9	Organization Team size – Support.	
10	Team presence – Does the firm have a physical presence in the city (Mumbai) of implementation of the project which can provide post integration support	
11	What is the funding round category?	
12	The firm should have implemented at least 3 successful project in the last 5 years with an NBFC/Small Finance Bank/Payments Bank/Scheduled Commercial Bank/Scheduled Foreign Bank in the area of the subject use case.	
13	Is the solution complying with the relevant regulatory /statutory guidelines?	

III (b) List of documents to be submitted to ascertain Company, Team, Investor profile, etc.

Sr. No.	Description / Content	Mention document Name along with Page No.
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1	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum, Articles of Association/ Partnership Deed & Shareholding pattern.	
2	Is the solution complying with the relevant regulatory /statutory guidelines/RBI Master direction on DPSC?	
3	Copy of the order and / or Certificate of completion of the work citing previous implementation experience with API integration.	
4	Project plan for integration and implementation including on premise deployment with timelines.	
5	Software specification Document mentioned detailed service oriented architecture (Rest API, SOAP endpoints etc.) Which will be used for the solution.	
6	Average time to market for implementation (Detail Project plan covering time line, milestones & deliverables)	
7	Team profile (CVs of the key personnel – Refer to Annexure – 19)	
8	How many projects have you implemented with the mentioned capabilities in any NBFC/Small finance bank/payments bank/scheduled commercial bank similar to this project? (Copy of the order and / or Certificate of completion of the work. The document should have clear explanation on the scope of the project and deliverables involved)	
9	How many Scheduled Commercial Banks have you catered to for implementations involving similar capabilities as to this project? (Copy of the order and / or Certificate of completion of the work.)	
10	Total no. of LIVE clients (Copy of the order and / or Certificate of completion of the work.)	
11	Shareholding pattern document identifying investor category.	
12	Shareholding pattern document stating the total amount of investment in the company.	
13	Mention Advisor details (CVs of key personnel) – Advisor would be senior executives/heads/executives from large companies/universities, etc. who work with your company very closely on strategy and advice on various	

	aspects, especially on product development, marketing and finance.	
14	The Bill of Materials (BoM) for the hardware requirements that the Bank should provide for the end-to-end solution. The hardware should support a minimum tps (transactions per second) of 20. (Not part of evaluation)	
15	Vendor to provide details of the architecture and how it will support the Super App requirement of the future	

Signature : _____
Name : _____
Designation : _____
Company seal : _____

18. RESPONSE TO RFP - LIST OF DOCUMENTS (ANNEXURE-18)

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

Reference: RFP for Digital Bank Application for the Millennial Customer Segment and Branch Digitization Services (REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)

Documents, constituting the Technical Bid (**other than the Commercial Bid**), must be submitted in the following order as part of the response to the RFP.

#	Documents to be submitted	Supporting Documents	Submitted (Yes / No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> • EMD • Bid document fee • MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee 	Yes / No
2.	Technical Bid Form	<ul style="list-style-type: none"> • As per Annexure-1 	Yes / No
3.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> • Certified true copy of Board Resolution • POA as per format at Annexure-4 • (If sub delegates the power by the authorized signatory whose nominated by the board) 	Yes / No
4.	Unconditional Acceptance of Terms and Conditions of RFP	<ul style="list-style-type: none"> • As per Annexure-5 	Yes / No
5.	Self-Declarations by Bidder	<ul style="list-style-type: none"> • As per Annexure-6 	
6.	Know your Employee	<ul style="list-style-type: none"> • As per Annexure-11 	
7.	Technical Requirements	<ul style="list-style-type: none"> • As per Annexure-12 	Yes / No
8.	Functional Requirements	<ul style="list-style-type: none"> • As per Annexure-13 	
9.	Information Security Certificate	<ul style="list-style-type: none"> • As per Annexure-14 	
10.	Bidder's Profile	<ul style="list-style-type: none"> • As per Annexure-16 • Incorporation Certificate • GST • PAN 	
11.	Eligibility Criteria Compliance cum Evaluation (accompanied by all the supporting documents)	<ul style="list-style-type: none"> • As per Annexure-17 	
12.	Letter for Refund of EMD	<ul style="list-style-type: none"> • As per Annexure-21 	Yes / No
13.	Skill set resource	<ul style="list-style-type: none"> • As per Annexure-22 	Yes / No
14.	Approach, Methodology & Detailed Implementation Work Plan	<ul style="list-style-type: none"> • Supporting documents to be submitted 	
15.	Pre-Contract Integrity Pact	<ul style="list-style-type: none"> • As per Annexure-20 	Yes / No
16.	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"> • Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM) 	Yes / No

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

17.	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"> Signed copy of RFP (all the pages to be signed). Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted 	Yes / No
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Signature : _____
Name : _____
Designation : _____
Company seal : _____

19. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-19)**b. DEFINITIONS:**

- i. C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.
- ii. IDBI Bank e-Procurement Portal: An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://c1.eproc.in>

c. ACCESSING / PURCHASING OF BID DOCUMENTS :

- i. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- ii. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>) to have a user ID & Password with no registration fee.
- iii. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).
- iv. The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- v. Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).
- vi. For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday
Ph: 0124-4302033/36/37, eprocsupport@c1india.com .

Note: It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor C1 India Pvt. Ltd. (C1 India) will be responsible for such eventualities.

1. FORMAT FOR SUBMISSION OF CV OF KEY PERSONNEL (ANNEXURE-20)

1.	Name of Staff			
2.	Proposed Position on this project Project Manager, Solution/Technical Architect etc.,			
3.	Education			
4.	Other Relevant Training			
5.	Years of work experience - Total			
	Years of work experience - Relevant to the project			
6.	Employment Record			
	From (Year)	To (Year)	Employer	Position held
				Relevant to this project (Yes / No)
7.	Relevant work undertaken that best illustrates the experience as required for the project			
1)	<u>Name and description of assignment or project:</u>			
2)	<u>Name and description of assignment or project:</u>			
3)	<u>Name and description of assignment or project:</u>			
4)	<u>Name and description of assignment or project:</u>			

2. LETTER FOR REFUND OF EMD (ANNEXURE – 21)

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

Date: _____ (DD/MM/YYYY)

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

Dear Sir,

**Reference: RFP for Developing a Digital Bank Application & Branch Digitization Services
(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/27 : August 12, 2022)**

We _____ (Company Name) had participated in the **RFP for Digital Bank and Branch Digitization Services** and are unsuccessful bidder.

or

We _____ (Company Name) had participated in the **RFP for Digital Bank Application and Branch Digitization Services** and are successful bidder and we had submitted all the Legal Documents.

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

Sr.No.	Bidder Name	UTR Number	Sender Bank Name	Amount Rs.

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

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN no.	
7.	GST No:	

Signature : _____

Name : _____

Designation : _____

Company seal : _____

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

3. SKILL SET OF RESOURCES (ANNEXURE-22)

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

S. No.	Skill	Description	Experience	Availability of Resources (Yes/No)
1	Project Manager / Lead	Point-of-contact, Coordinator, scheduling and reporting	8-15 years	
2	Android/iOS Developers	Application programmer	4-6 years	
3	Java Developers	Service layer integration, Web Services developer	4-10 years	
4	Worklight Developers	Worklight developer, integration	4-8 years	
5	Frontend/JS Framework developers	JS, SPA, routing, multi-platform compatibility	3-6 years	
6	HTML5 programmer	Convert designs to UX skins	3-6 years	
7	UI/UX Designer	Screen design, icons, UI/UX artifacts	12-15 years	
8	Database programmer	DB artefacts and functions	8-10 years	
9	Tester	Unit testing	3-6 years	
10	Analyst	Enhancement study, impact, approach, schedule	8-12 years	
11	Security Analyst	VAPT items, compliance to infosec	8-14 years	

4. ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
API	Application Programming Interface
CBS	Core Banking Solutions
CIBIL	Credit Information Bureau (India) Limited
CIC	Credit Information Company
CIN	Corporate Identification Number
CIR	Collections Information Repository
CKYC	Central Know Your Customer
COA	Chart of Accounts
CRM	Customer Relationship Manager
CV	Curriculum vitae
FOS	Foot on Street
IBA	Indian Banks' Association.
ICAI	Institute of Chartered Accountants of India
ICSI	Institute of Company Secretaries of India
IEC	Importer -Exporter Code
MCA	Ministry of Corporate Affairs
MEA	Ministry of External Affairs
MSE	Mid-Size Enterprises
NBFC	Non-Banking Financial Company
NHB	National Housing Bank
NSDL	National Securities Depository Limited
NSIC	National Small Industries Corporation
OBST	Outbound Sales Team
OCR	Optical Character Recognition
OTP	One Time Password
PA - DSS	Payment Application Data Security Standard
PAN	Permanent Account Number
PCI – DSS	Payment Card Industry Data Security Standard
PE	Private Equity

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

PEP	Politically exposed person
PO	Purchase Order
PTRC	Professional Tax Registration Certificate
RBI	Reserve Bank of India
REST	Representational State Transfer
RM	Relationship Manager
SMA	Special Mention Account
SMS	Short Message Service
SOA	Service-oriented architecture
SOAP	Simple Object Access Protocol
SPRS	Single Point Registration Scheme
TAT	Turn Around Time
UI	User Interface
UIDAI	Unique Identification Authority of India
NPCI	National Payments Corporation of India
UX	User Experience
VAT	Value-added tax
VC	Venture Capital
WAM	Weighted Average Method
QR	Quick Response
VPA	Virtual Payment Address

***** END OF RFP DOCUMENT *****