

**Request for Proposal (RFP)
for
Supply, Installation, Customization, Integration,
Implementation and Maintenance of Software Solution for
Goods and Services Tax (GST) in IDBI Bank**



RFP No: IDBI/PCell/RFP/2017-18/005

Date: 22nd May 2017

TABLE OF CONTENTS

Table of Contents	2
Document Control Sheet.....	6
Disclaimer.....	7
Section – 1.....	8
1. Background	8
2. Purpose of this RFP	8
3. Definition and Acronyms	8
4. Bid Security / EARNEST MONEY DEPOSIT (EMD)	9
5. Due Diligence	10
6. Cost of RFP/Bid Document and expenses incurred while bidding	10
7. Bidding in consortium	10
8. Eligibility Criteria for Bidders	10
9. Bid Evaluation Criteria (BEC).....	11
10. Guidelines for Bidders / GENERAL INSTRUCTION.....	12
11. Payment Terms	14
12. Delivery, installation and COMMISSIONING: period and location	15
13. Installation Reports	16
Section – 2.....	17
1. Procedure for Submission of Bids	17
2. Documents to be submitted along with the Bid	19
3. Clarification of Bid Document	20
4. Language of Bids	20
5. Bid prices	20
6. Firm Prices	21
7. Bidder Qualification.....	21
8. Period of Validity of Bids	21
9. Format and Signing of Bid.....	22
10. Local Conditions	22
11. Last date for receipt of bids	23
12. Late Bids	23
13. Modification and Withdrawal of Bids.....	23
14. Address for Correspondence	23
15. Opening of Bids	23
16. Clarifications	24
17. Contacting bank	24

TABLE OF CONTENTS

18. Evaluation and comparison of Bids	24
TECHNICAL BID / EVALUATION FORMAT - Part –I	26
TECHNICAL BID / EVALUATION FORMAT - Part –II	27
19. Post Qualification	28
20. Bank's Right to Accept Any Bid and to Reject Any or All Bids	29
21. Acceptance of Bid.....	29
22. award of contract.....	29
23. Signing of Contract	29
24. Performance Security in the form OF BANK Guarantee	30
25. Discharge of Bid Security	31
Section – 3.....	32
1. Definitions	32
2. Interpretation	33
3. conditions precedent	34
4. Standard of performance	34
5. Use of Contract Documents and Information	34
6. Indemnity	35
7. Intellectual Property Rights and Patent Rights	35
8. Manuals	36
9. Acceptance Certificates	36
10. Documents foR INVOICing / PAYMENTS.....	36
11. Transportation of Equipment	37
12. Incidental Services.....	37
13. Contract Amendments	37
14. Delays in the Bidder’s Performance	37
15. Liquidated Damages	38
16. Dispute Resolution	38
17. Addresses for Notices.....	39
18. Taxes and Duties	39
19. Successful Bidder’s Integrity	40
20. Successful Bidder’s Obligations.....	40
21. Patent Rights.....	41
22. Survival	41
23. No Agency.....	41
24. No Set-off, counter-claim and cross claims.	42
25. Adherence to safety procedures, rules regulations and restriction	42
26. Statutory Requirements	42

TABLE OF CONTENTS

27. Contract Prices	42
28. Ownership and Retention of Documents	43
29. Representations and Warranties	43
30. Confidentiality.....	45
31. Contract period validity and Extension of the Contract	46
32. Termination	46
33. Consequences of Termination	47
34. Conflict of interest.....	48
35. Publicity	48
36. Relationship between the Parties	48
37. No Assignment	49
38. Entire Contract.....	49
39. Governing Law	49
40. Jurisdiction of Courts.....	49
41. “No Claim” Certificate	49
42. Completion of Contract	50
43. Insurance	50
44. Information Security.....	50
45. Limitation of Liability:	51
Section – 4.....	53
1. Purpose.....	53
2. Scope of work	53
3. Responsibilities of vendor/bidder	66
4. SYSTEM MAINTENANCE & SUPPORT SERVICES.....	66
5. WARRANTY/AMC SUPPORT	66
6. Hardware Requirements	66
7. SERVICE LEVEL EXPECTATIONS.....	67
8. expected commissioning time	68
9. penalties	69
Section 5.....	70
1. Technical Bid Form	70
2. Commercial Bid Form (Price list)	72
3. Price Schedule - Format.....	74
4. Format of power-of-attorney	75
5. Format for Unconditional Acceptance of Terms & Conditions of the RFP	77
6. Self declarations.....	78
7. Undertaking from OEM/Bidder	80

TABLE OF CONTENTS

8. Non-Disclosure Agreement.....	81
9. Contract Form	83
10. ACCEPTANCE CERTIFICATE.....	85
11. Performance Bank Guarantee.....	87
12. Deed of Indemnity.....	90
13. Letter for Refund of EMD	93
14. Information security certificate	94
Section – 6.....	95
1. FUNCTIONAL specifications	95
2. TECHNICAL specifications	99
ANNEXURE I - BIDDER’S PROFILE	107
ANNEXURE II – ELIGIBILITY CRITERIA	108
ANNEXURE III - FORMAT OF PRE – BID QUERIES	110
ANNEXURE IV -RESPONSE TO RFP- LIST OF DOCUMENTS	111

DOCUMENT CONTROL SHEET

Name of the Company	IDBI Bank Limited	
RFP Reference No	IDBI /PCell / RFP/2017-18/005	
Date of issue	22 nd May 2017	
Submission of Pre-Bid Queries	Date	25 th May 2017
	Time	16:00 hours
Schedule of Pre-Bid Meeting	Date	26 th May 2017
	Time	15:30 hours
Schedule for submission of Bids	Date	2 nd June 2017
	Time	16:00 hours
Cost of the Bid Document	Rs.10,000/- (Rupees Ten Thousand Only) in the form of demand draft / bankers cheque / pay order from a scheduled commercial bank in favour of 'IDBI Bank Limited', payable at Mumbai only to be submitted along with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of demand draft or pay order in favour of 'IDBI Bank Limited' payable at Mumbai only, to be submitted along with the Bid.	
Schedule for Opening of Technical Bids	Date	2 nd June 2017
	Time	16:30 hours
Date & Time of opening of Commercial Bids	Will be intimated to the Eligible and Technically qualified Bidders	
Place of Pre-bid meeting/ Opening of Bids / address for Communication	IDBI Bank Limited, C/O IDBI Intech Ltd. Mafatlal Centre, 5 th Floor, Nariman Point, Mumbai – 400 021.	
Contact details for Technical queries w.r.t. the RFP :	Mr. Shalinder Bansal 022-39148045 shalinder.bansal@idbiintech.com	
Contact details for other queries w.r.t. the RFP :	Mr. Shailendra Govalkar 022-61986936 shailendra.govalkar@idbiintech.com	Mr. Santosh Chavan 022-61986937 santosh.chavan@idbiintech.com

Note:

1. This tender document is the property of the Bank & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
3. No queries will be entertained after the date and time mentioned in this schedule, therefore.
4. This bid document has **111** pages.

DISCLAIMER

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

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

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

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Bank also does not accept 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

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.

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

SECTION – 1

1. BACKGROUND

IDBI Bank Ltd (“**IDBI Bank / Bank / Purchaser**”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a deemed banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. RBI has categorized the Bank under a new sub group "Other Public Sector Bank". The Bank is engaged in providing finance to industries and conducting banking business.

2. PURPOSE OF THIS RFP

The purpose of this RFP is to invite bids from vendors for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank as per Scope of work and Technical Specifications given in this in Section-4 of this RFP.

The material and services that is sought to be procured, installed and maintained via this RFP should ensure satisfactory delivery of application software to establish standard interface with uniform formats for the taxpayers and a common and shared IT infrastructure between Centre and States. The Bidder would be the single point of contact for the Bank.

There are following solutions including Finacle Core Banking System (CBS), for which interface required to be designed with GST Solution to comply Government guidelines. Details of source system* integration with GST Solution are listed below:

1. Finacle CBS, Treasury, Corporate Finance System (CFS)
2. Government Business Module (GBM)
3. DEMAT – Trading Platform
4. Credit Card (ATOS)
5. Cash Management System (CMS)
6. Locker Management System (LMS)
7. Bill Payment (PayAway)
8. Oracle Financials Applications – Vendor Payment
9. ATM / Debit Card Switch
10. Any other Source System/Application.

* To be collectively called as “**Transacting System**”.

Solution should also be integrated with the following systems for smooth functioning of the Software solution:

1. Active Directory (AD) System
2. Email System (SMTP)
3. SMS Gateway
4. Oracle HRMS
5. Any other system that may be integrated during the period of contract.

3. DEFINITION AND ACRONYMS

Following terms are used in document interchangeably to mean:

ATS – Annual Technical Support

AMC – Annual Maintenance Contract

B2B – Business to Business
B2C – Business to Consumers
CBS – Core Banking Solution
CD – Compact Disk
CPU – Central Processing Unit
CVC – Central Vigilance Commission
DC – Data Center of the Bank, which is located at Navi Mumbai
DR – Disaster Recovery Site of the Bank, which is location in Chennai.
GOI – Government of India
GST – Goods and Services Tax
ITC – Input Tax Credit
NDR – Near Disaster Recovery Site of the Bank, this is located at Mumbai
RFP – Request for Proposal
SI – System Integrator
SLA – Service Level Agreement
TCO – Total Cost of Ownership
VAPT – Vulnerability Assessment and Penetration Testing
UAT – User Acceptance Testing

4. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- 4.1. The Bidder shall furnish as a part of its Bid, a Bid Security of **Rs.5,00,000/- (Rupees Five Lakhs only)** by way of demand draft or bankers cheque or pay order in favor of 'IDBI Bank Limited' payable at Mumbai. This Bid Security must accompany the technical bid.
- 4.2. Rejection of Bid: Any technical bid not accompanied by EMD as mentioned above, shall be summarily rejected by IDBI Bank, without any further correspondence.
- 4.3. The Bid Security shall be forfeited:
 - (i) if a Bidder withdraws his bid during the bid validity period; or
 - (ii) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
 - (iii) If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents; or
 - (iv) In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.
- 4.4. The Bid Security shall not bear any interest.
- 4.5. The Bid Security of **unsuccessful** Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.
- 4.6. The Bid Security of **Successful** Bidder will be refunded on execution of all legal documents including the submission of the Performance Bank Guarantee (PBG).

- 4.7. The Unsuccessful/Successful Bidders have to submit the duly signed EMD Refund letter at the time of submission of bids. Refer EMD Refund format mentioned in the RFP.
- 4.8. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

5. DUE DILIGENCE

- 5.1. 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).

6. COST OF RFP/BID DOCUMENT AND EXPENSES INCURRED WHILE BIDDING

- 6.1. The cost of RFP / Bid document is Rs.10,000/- (Rupees Ten Thousand only) ("Cost"). The prospective Bidder is required to pay the Cost in the form of a demand draft or banker's cheque or pay order from any scheduled commercial bank in favor of 'IDBI Bank Limited', payable at Mumbai, at the time of purchasing the RFP/Bid Document. In case, the RFP/Bid Document is downloaded from IDBI Bank's website www.idbi.com, the Cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable. It is hereby clarified that the amounts so paid towards cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder.
- 6.2. The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

7. BIDDING IN CONSORTIUM

- 7.1. Bids received from a consortium of bidders will be summarily rejected. Bidding in consortium is not allowed for this procurement.

8. ELIGIBILITY CRITERIA FOR BIDDERS

- 8.1. Bidder must have been in IT / ITeS / Software business for a minimum period of 3 years (as on date of RFP release).
- 8.2. Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company registered in India under Companies Act 1956 / 2013, serving BFSI sector at least for the last 5 years and

- having service / support centre at Mumbai. (In case of mergers/acquisitions/ restructuring or name change, the date of establishment of earlier/Original firm would be taken into consideration.)
- 8.3. Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) during the last three years.
 - 8.4. The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.
 - 8.5. The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.
 - 8.6. The Bidder should be the owner of the Software solution and should have minimum annual turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years – 2014-15, 2015-16 and 2016-17* from IT Services and Solutions (Not inclusive of the turnover of associate companies)
 - 8.7. The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last **three** years, that is financial years – 2014-15, 2015-16 and 2016-17*

(* If 2016-17 Financial Statements of any bidder is unaudited then Bank would consider the Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2016-17 Statements are not audited)

- 8.8. The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the tender.
- 8.9. The bidder should provide evidence (the list of clients) in support for implementation of tax related solution/software or any other regulatory software for Banking / BFSI Sector (atleast 2 organizations in India, out of which one organization should be a Commercial Bank) during the last two years up-to 31.03.2017.

Note: All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support 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 offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer abs-initio.

9. BID EVALUATION CRITERIA (BEC)

- 9.1. To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing Software solutions in the Banking sector for Tax related solution and other regulatory software. This would be required to successfully set-up the required infrastructure and provide the services sought by Bank.
- 9.2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the Vendor.
- 9.3. The Bidders shall be short listed after the evaluation of their Technical Bids. Commercial bids of only such shortlisted/technically qualified bidders will be opened.

- 9.4. The Successful Bidder (“L1”) will be finalized through the Technical and Commercial evaluation process.
- 9.5. In case the L1 bidder does not deliver the required solution within the stipulated time frame or L1 bidder is providing unsatisfactory support/service during the contract period, then the Bank can approach L2 Bidder and ask them to match the price with the L1 bidder. In case the L2 bidder agrees to match the price with the L1 bidder, then the contract will be awarded to L2 bidder. If the L2 bidder does not match the L1 price, the option will be given to L3 and L4 bidders and so on.
- 9.6. 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. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

10. GUIDELINES FOR BIDDERS / GENERAL INSTRUCTION

- 10.1. The Bid consists of two parts namely, a Technical Bid and Commercial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Commercial Bid".
- 10.2. Bidder will be invited for opening of commercial bid after qualifying in the Technical evaluation.
- 10.3. All the Bids, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified must be submitted in person to the IDBI representative on or before the due date and at the address specified in the Document Control sheet.
- 10.4. The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.
- 10.5. Bank reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
- 10.6. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
- 10.7. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- 10.8. Modification to the Bid Document, if any, will be made available as an addendum on the Bank’s website and / or emailed to the prospective Bidders.
- 10.9. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders’ queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank’s website to get themselves updated on changes / development in relation to this RFP.
- 10.10. The Bid Documents may be downloaded from our website www.idbi.com and submitted at the address mentioned in the Document Control sheet.

- 10.11.If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.
- 10.12.The Bidder should confirm in writing its obligation to supply upgraded licenses of the Software solution for Goods and Services Tax (GST) in case of technological obsolescence / non-availability of contracted Licenses/patches. The supply of upgraded version licenses, subject to the Bank's approval, will be at the same contracted price as the obsolete licenses.
- 10.13.In case of reduction of prices due to technological obsolescence / change in license version, the Bidder should pass on the price benefit to the Bank.
- 10.14.Successful Bidder would sign along with the Contract form and other forms contained in the Bid Document with IDBI Bank at Mumbai only, to protect any shared sensitive information / data.
- 10.15.The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses.
- 10.16.To complete the work at the site within stipulated timeframe, Bidder's employees / contracted workmen may have to visit the site multiple times, at no extra cost to the Bank.
- 10.17.Quotations contained in the Bids shall remain valid for a period of 90 (ninety) days from the date of submission of the Bid in response to the RFP.
- 10.18.Prices quoted should be EXCLUSIVE of taxes i.e. Sales Tax, VAT, and service tax as may be applicable.
- 10.19.Octroi / Entry Tax / Local Body Tax (LBT) as applicable will be payable at actuals on submission of original Octroi receipt, drawn in the name of "IDBI Bank Limited".
- 10.20.Applicable taxes would be deducted at source, if any, as per prevailing rates.
- 10.21.The price ("Bid 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.
- 10.22.The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.
- 10.23.The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- 10.24.During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
- 10.25.The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- 10.26.The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

- 10.27. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses. No charges shall be levied during handover period.
- 10.28. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by the Bank and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by the Bank.
- 10.29. Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.
- 10.30. The Bids will be evaluated both on the Technical and Commercial merits and the Bank's decision in this regard shall be binding, final and conclusive.

11. PAYMENT TERMS

- 11.1. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of all taxes CST/LST /VAT/GST, etc. The Vendor has to quote the applicable taxes separately.
- 11.2. The item value along with CST/VAT/GST should be claimed in the invoice and CST/VAT/GST will be paid in actuals at our end.
- 11.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- 11.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 11.5. If any of the deliverable product, mainly, Hardware, Software, services / Support etc. has both VAT and Service Tax, Bank will pay only VAT for Goods Component of Hardware/ Software and Service Tax for Service Component of Hardware/Software. The Goods Component + Service Component should be limited to 100% of the Cost Price of Hardware/ Software.
- 11.6. No advance payment will be made on award of the contract.
- 11.7. The Bank shall make payments to the selected vendor in accordance with the Techno-Commercial proposal. The payments made will be after completion of project milestones as under:

Sr. .	Project Milestone	% of Payment
1	Delivery of Application Software, Customization, Integration with Other Bank's Source System / Applications, installation and full implementation	50% of total solution
2	Successful conduction of DR Drill	30% of total solution
3	After Completion of warranty Period of One year and resolution of all pending issues, post Go Live.	20% of total solution
4	Annual Maintenance Charges (AMC)	Half yearly in Advance
5	Onsite Facility Management Charges, If Bank opts for.	Quarterly in Arrears

- 11.8. Support and AMC payments would be made half yearly in advance on Production of invoice and delivery of satisfactory services in the previous six months.
- 11.9. All payments shall be subject to TDS, if any, as per the tax rules at the time of Payment.
- 11.10. Payments may be withheld in case all the deliverables are not met and will be based on SLA terms.
- 11.11. Penalty (if any), will be adjusted against payment due.
- 11.12. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
- All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of IDBI Bank for this purpose.
 - Penalties / liquidated damages, if any, shall be deducted from the invoice value.
 - The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, octroi, duties, local body tax, fines and penalties (including without limitation sales tax, value added tax, service tax, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.
- 11.13. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s).
- Under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
 - IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
 - IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.
 - Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
 - It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Agreement.

12. DELIVERY, INSTALLATION AND COMMISSIONING: PERIOD AND LOCATION

- 12.1. Delivery and installation of GST Solution and its Licenses will be at DC-Belapur and DR-Chennai within 2 (Two) weeks from the date of release of Purchase Order (PO).

- 12.2. Bidder resources will be deputed onsite till Project Go Live and successful completion of three months onsite support, post Go Live including full capacity DR Drill exercise.
- 12.3. A bidder resource includes project team with one project manager and will be deployed onsite of the Bank as per Bank's requirement.
- 12.4. The bidders should submit a list of support center address, contact person & the resolutions /response/Escalation matrix till higher authority in organization (OEM /Bidder) for Mumbai location.

13. INSTALLATION REPORTS

- 13.1. The successful vendor should take care to include the following points in the installation reports.
- 13.2. Date of installation should be mentioned in the installation reports. It should be signed and stamped by Bank's dealing officer giving name, Employee Identification Number (EIN) and designation of the signatory.
- 13.3. Reason for delay for installation of GST Solution:
 - i. If the delay in installation from vendor side – It should be mentioned as "Delay from Vendor side"
 - ii. If the delay for installation from Bank side – The vendor needs to attach the email/signed statement on the installation report from the Bank's dealing official concerned clearly mentioning that "The delay is from Bank side due to (give reason)"

SECTION – 2

1. PROCEDURE FOR SUBMISSION OF BIDS

General

- 1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.
- 1.2. 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 initial each page of the Bid Documents.
- 1.3. 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.
- 1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. 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.
- 1.5. 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.
- 1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 1.7. The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.
- 1.8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 1.9. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

- 1.10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.
- 1.11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.12. The Bidder cannot quote for the project in parts.
- 1.13. 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.
- 1.14. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.15. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.
- 1.16. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.
- 1.17. The Bidder shall submit Only One Original set of the Bid.
- 1.18. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 1.19. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.20. Each page should be stamped and initialed by authorized signatory.
- 1.21. The Bidders shall seal and mark the Bid accordingly.
- 1.22. All the envelopes must be super-scribed with the following information:
 - i. Type of bid (Technical or Commercial)
 - ii. Reference Number (IDBI – RFP –
 - iii. Due Date

- iv. Name of Bidder
- v. Name of the Authorized Person/Mobile Number of the bidding entity.

1.23. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.

One sealed Technical Bid super scribed as “Technical Bid for **Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank**” & One sealed Commercial Bid super scribed as “Commercial Bid for **Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank**” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.

- 1.24. ENVELOPE-I (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.
- 1.25. ENVELOPE-II (Commercial Bid): The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The Commercial Bid should be submitted in the specified format only. The prices quoted in the Commercial Bid should be without any conditions.
- 1.26. Additional information called for in the Commercial Bid format should be necessarily provided by all the bidders.
- 1.27. Please note that if any single envelope is found to contain both Technical and Commercial Bid together, then that offer will be rejected outright.
- 1.28. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.

2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- 2.1. The following documents inter-alia has to be submitted by Bidders.
 - i. DDs for EMD and Bid amount.
 - ii. Unconditional Acceptance of Terms and Conditions.
 - iii. Certificate of Incorporation / Registration, as applicable.
 - iv. Audited Annual report /Balance sheet of last three financial years
 - v. Fulfillment of Eligibility Criteria (As per Annexure-II).
 - vi. All documents evidencing the fulfillment of eligibility criteria.
 - vii. Ownership of software solution for Goods and Services Tax (GST) proof (Self Declaration).
 - viii. No vigilance/black listing/court case declaration.
 - ix. Copy of registration certificate regarding Sales Tax / VAT/Service Tax.

- x. Current dated Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP including the Commercial Bid.
- xi. Commercial Bid– Separate sealed Envelope.
- xii. Information Security Certificate as per format

The above details are mandatory, without which the Bids are liable to be rejected. **The list of documents in the technical bid should be strictly as per Annexure IV.**

3. CLARIFICATION OF BID DOCUMENT

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

4. LANGUAGE OF BIDS

- 4.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and Bank, shall be written in the English language only.

5. BID PRICES

- 5.1. The Bidder shall indicate the unit prices and total Bid Prices of the equipments / products and services, it proposes to provide under the Contract.
- 5.2. 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.
- 5.3. The prices quoted will be exclusive taxes i.e. Sales Tax, VAT/Service tax as applicable. The total price quoted must be inclusive of cost of supply, installation and providing services during the service period.
- 5.4. Octroi /Entry Tax/Local Body Tax (LBT) will be payable at actuals on submission of original Octroi receipt, drawn in the name of "IDBI Bank Limited". Applicable taxes would be deducted at source, if any, as per prevailing rates.
- 5.5. The Price quoted should be valid for the period of 60 (Sixty) months from the date of award of the contract i.e. acknowledgement of Purchase Order.
- 5.6. The unit prices quoted commercial Bid will be used to calculate the price for further orders over and above the projected quantities, if any.

- 5.7. 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.
- 5.8. Bidder shall carry out the Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank 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.

6. FIRM PRICES

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

7. BIDDER QUALIFICATION

- 7.1. 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.
- 7.2. 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.
- 7.3. The Bidder shall sign the bid with the exact name of the firm 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.
- 7.4. 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.
- 7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

8. PERIOD OF VALIDITY OF BIDS

- 8.1. **Bids should be valid for 90 (Ninety) days from the last date for submission.** A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 8.2. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid

Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

9. FORMAT AND SIGNING OF BID

- 9.1. The Bidder shall submit only one original set of the Bid.
- 9.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.
- 9.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 9.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the Annexure IV at the end of this RFP.
- 9.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 9.6. Each page should be stamped and initialed by authorized signatory.
- 9.7. The Bidders shall seal and mark the Bid accordingly.
- 9.8. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.

10. LOCAL CONDITIONS

- 10.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 10.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.
- 10.3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 10.4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bank on account of failure of the bidder to appraise themselves of local laws / conditions.

11. LAST DATE FOR RECEIPT OF BIDS

- 11.1. Bids will be received by Bank on or before the date / time and at the address specified in the Document Control Sheet.
- 11.2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time on the immediate next working day.

12. LATE BIDS

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

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of Bids and subsequently the Bank agrees to such request.
- 13.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.
- 13.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.
- 13.4. No Bid may be modified subsequent to the last date for receipt of Bids.
- 13.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security.

14. ADDRESS FOR CORRESPONDENCE

- 14.1. The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by Bank.

15. OPENING OF BIDS

- 15.1. **Opening of Technical Bids:** IDBI Bank will open the Technical Bids of the qualified bidders, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders' authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter or communication posted on the website of IDBI Bank.

- 15.2. **Announcement of Bids:** The Bidder's name, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as IDBI Bank at its sole discretion may consider appropriate, will be announced at the opening of bids.
- 15.3. **Bids not considered for evaluation:** Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- 15.4. **Opening of Commercial Bids:** Commercial Bids of technically qualified Bidders only, as decided by IDBI Bank, will be opened. These will be retained and kept on Bank's records. Commercial Bids of technically disqualified Bidders shall neither be opened nor returned to the Bidders.
- 15.5. Bidders' authorized representatives will be invited at the time of opening of the Commercial Bids. Further, the details of Commercial Bids submitted by the Bidder(s) will be announced by IDBI Bank.
- 15.6. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
- 15.7. The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as Bank, at its discretion, may consider appropriate or deemed fit will be announced at the Bid opening.

16. CLARIFICATIONS

- 16.1. When deemed necessary, Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

17. CONTACTING BANK

- 17.1. 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).
- 17.2. Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

18. EVALUATION AND COMPARISON OF BIDS

18.1. Preliminary check

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

- iii. 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.
- iv. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- v. 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.
- vi. Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- vii. Bank reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

18.2. Technical Bid evaluation

- i. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.
- ii. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation of the Bidders will be done and in the second stage, commercial bids would be evaluated of technically qualified bidders.
- iii. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- iv. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder's proposal should conform to the contents and format of the technical bid listed out Annexure – IV of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- v. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical and functional information of proposed software/service solution and system demonstration of proposed solution. The Bidder may highlight the noteworthy/superior features of their solution. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank.

- vi. The functional and technical specification is in a form of a table as provided in Section 6, which contains the required functionality features. Bidder’s responses against each functionality as detailed therein would be evaluated for the next process i.e. Commercial evaluation.
- vii. Technical Bid evaluation methodology that IDBI Bank would adopt is as given below in Part –I and Part –II
- viii. The various parameters for technical evaluation Part –I and their weightage are given in the table below. At the sole discretion and determination of the Bank. IDBI Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

TECHNICAL BID / EVALUATION FORMAT - PART –I

Sr.	Evaluation Parameter	Maximum Marks	Details	Attachments/Necessary documentary evidence/ proofs
1	The number of tax related activities or any other regulatory software Implementations carried out (In the last 3 years starting from 01-04-2014 till RFP submission date)	10	For each Implementation - 2 marks	PO or Work order or Invoice Letter from client on client’s letter Head. / Completion Certificate stating the status of Implementation.
2	Functional Specifications compliance	25	As per Functional Scoring Sheet in Section 6	
3	Technical Specifications compliance	25	As per Technical Scoring Sheet in Section 6	
4	Technical Presentation on Proposed Solution by the Bidder	15	Technical presentation will be evaluated on the following parameters: 1. Proposed Solution (3 Marks) 2. IT architecture and approach & methodology (3 Marks) 3. Resource Planning (3 Marks) 4. Project Governance and Project Team (3 Marks) 5. Future Scalability (3 Marks)	
5	Product Demo In case Bank during the demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then mark shall be allotted	25	Demonstration of in-depth understanding of the Bank’s project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Section 6	
		100	Qualifying Marks is 70	

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cut-off marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

This evaluation will be carried out on a total score of 100 on the basis of the above evaluation parameters defined in this section. However, the detailed scoring mechanism is to be carried out as per Technical Bid Evaluation Criteria (Section – 6).

Bidders who score marks greater than or equal to 70 will qualify for participation in the Commercial Bid.

In Part –II, bidder has to provide their compliance (Yes/No) for mandatory & desirable specification. The same will also be evaluated for next phase commercial bid.

TECHNICAL BID / EVALUATION FORMAT - PART –II

Technical evaluation will be carried as per Section -6 in the RFP document.

Commercial Evaluation

- i. The Commercial Bid will be opened only if the Technical Bid is cleared and accepted.
- 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. The evaluation of the Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Commercial Bid.

Final Evaluation

- i. The evaluation of the response to this RFP will be done on a 70-30 Techno-commercial Evaluation Method.
- ii. Comprehensive "Score (S)" will be arrived at after considering the commercial quote and the marks obtained by the eligible bidders in technical evaluation with relative weights of 30% for commercials and 70% for technical. The Bidder with the highest score will be declared successful.

Computation Methodology for arriving at “successful Quote”:

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

Commercial score (CS) =	$\frac{C_{low} \times 30}{C}$
Technical score (TS) =	$\frac{T}{100} \times 70$
Final score (S) =	CS + TS

C_{low} - The lowest commercial bid.

C - Commercial quote of the bidder.

T - The marks obtained by the bidder out of 100 marks as per the technical evaluation.

S. N	Bidder	Technical Score - (T)	Commercial Quote in Rs. (C)	$CS = (C_{low} / C) * 30$	$TS = T * .70$	Score(S)
1.	Bidder1	77	100/-	30	53.90	83.90
2.	Bidder2	95	120/-	25	66.50	91.50
3	Bidder 3	71	130/-	23.07	49.7	72.77
4	Bidder 4	45	90/-	-	-	-

Commercial score (CS) = $C_{low}/C \times 30$, Technical score (TS) = $T \times 0.7$ and Final score (S) = CS + TS

- **In the above example, Bidder 2, with the highest score becomes the successful TC1 bidder.**
- **Bank** reserves the right to negotiate the price with the finally successful bidder before awarding the contract.
- IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- 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.

19. POST QUALIFICATION

19.1. 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.

- 19.2. 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.
- 19.3. 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.

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

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

21. ACCEPTANCE OF BID

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

22. AWARD OF CONTRACT

- 22.1. IDBI Bank shall however not bind itself to accept the best Bid or any Bid and reserves the right to accept any Bid, wholly or in part. IDBI Bank reserves rights to annul the Bidding process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders.
- 22.2. Before the expiry of the period of validity of the proposal, IDBI Bank shall notify the successful Bidder (TC1) in writing by registered letter or by hand-delivery, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Agreement / Contract within Fifteen (15) days from the date of acceptance.

23. SIGNING OF CONTRACT

- 23.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents.
- 23.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Deed of Indemnity/warranty and other applicable documents as per section 5.
- 23.3. The Contract form and all other documents would be signed at Mumbai only within 15 days of receipt of notification of award of contract.
- 23.4. Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with consultant.

- 23.5. Payment of stamp duty would be as per applicable laws in the State of Maharashtra.
- 23.6. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- 23.7. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

24. PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

- 24.1. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format in Section-5.
- 24.2. The value of the Performance Bank Guarantee will be 10% of the contract value.
- 24.3. The performance bank guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.
- 24.4. Initial Performance Bank Guarantee (PBG) should be valid for a period of **18 months (1 Year contract period including Support from day 1 + 6 months claim period)** from the date of issue of PBG. The PBG will have to be renewed / resubmitted with fresh validity and claim period in case of extension of the contract.
- 24.5. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Vendor's failure to complete its obligations under and in accordance with the Contract.
- 24.6. In case the successful bidder is unable to furnish Bank guarantee within stipulated time period. Bank reserves the right to annul the award of contract and forfeit the EMD. In such event, Bank may award the Contract to the next best evaluated Bidder i.e. L2 bidder, if he agrees to match the price of L1 vendor or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 24.7. Bank reserves the right to invoke the PBG in case of non-compliance of any of the terms & conditions as stated in the RFP.
- 24.8. Penalties, if any will be recovered from the payments in case Performance Guarantee amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.
- 24.9. Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without

prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

25. DISCHARGE OF BID SECURITY

- 25.1. EMD of the successful bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the performance guarantee / security to the satisfaction of Bank.
- 25.2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (thirty) days after the conclusion of the contract.
- 25.3. All the bidders are required to submit the EMD refund request in the format given in the RFP.

SECTION – 3

1. DEFINITIONS

- 1.1. In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:
- 1.2. "The Contract" means the agreement to be entered into between IDBI Bank and vendor, 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 delivery, installation, commissioning, integration and operationalization of Software solution for Goods and Services Tax (GST) for IDBI Bank as inclusively stated under sections Service Level Expectations, Specifications of Systems & Solutions and Scope of work (Section IV and Section VI).
- 1.3. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- 1.4. "Purchaser" means IDBI Bank Limited including its successors and assigns.
- 1.5. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 1.6. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
- 1.7. "Service Period" means the period of 5 year (contract period including AMC Support start from day 1) commencing from the date of successful commissioning as mentioned in the acceptance / signoff certificate issued by Purchaser.
- 1.8. "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalising the proposed solution and to provide the Services as mentioned in the RFP.
- 1.9. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.10. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.
- 1.11. "Business Day" means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).
- 1.12. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to

this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

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.

- 1.13. "Commissioning" means, the System/Solutions shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
- 1.14. "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.
- 1.15. "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.
- 1.16. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.17. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.
- 1.18. "Site" means the place where the product / service / solution is to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.
- 1.19. Bidder has to sign ESCROW arrangement with the Bank/ ESCROW Agent for the safe depositing of the complete source code being supplied along with customisations carried out in the software as per Bank's requirements. Also, to maintain the currency of the version by regularly updating the same with the related upgrades/fixes/patches etc.
- 1.20. "Escrow Agreement" means the successful bidder shall agree for the safe depositing of the source code of the software being supplied under an ESCROW arrangement with an Escrow agent as identified by the Bank and further maintain the currency of the version by regularly updating the same with the related upgrades/patches etc. on quarterly basis.

2. INTERPRETATION

In this Contract unless a contrary intention is evident:

- 2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

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

3. CONDITIONS PRECEDENT

- 3.1. This Contract is subject to the fulfillment of the following conditions precedent by the Bidder :
 - i. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section II, as per the format given in Section 5.
 - ii. Execution of a Deed of Indemnity as per format given in Section 5.
 - iii. 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.
 - iv. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
 - v. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

4. STANDARD OF PERFORMANCE

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-5. 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 Section-5.

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 Section-5, 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.

7. INTELLECTUAL PROPERTY RIGHTS AND 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. MANUALS

- 8.1. The Bidder must along with the equipment/solution/Services, supply all relevant manuals for the systems/Solution delivered / installed. The manuals shall be in English.
- 8.2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.
- 8.3. Manuals should include the specifications of the various equipments/Solution/Services supplied.

9. ACCEPTANCE CERTIFICATES

- 9.1. On successful completion of installation, 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/solution, the Acceptance Certificate in the format given in Section-5, The date on which such certificate is signed shall be deemed to be the date of successful delivery /successful commissioning of the System/Solutions.

10. DOCUMENTS FOR INVOICING / PAYMENTS

- 10.1. The details of Documents including other documents to be furnished by the Bidder are specified hereunder:
- i. 3 (Three) copies of Bidder's invoice showing contract number, Services description, quantity, unit price and total amount. Prior to preparing invoice copy and delivery challan before delivering the equipments/Solution/services, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery.
 - ii. Original Delivery note and acceptance certificate duly signed for receipt/ installation and commissioning of equipment /Solution/Services from the concerned location.
 - iii. Bidder's warranty certificate.
 - iv. Other documents which the Purchaser may specify to the Bidder.
- 10.2. The above documents shall be received by Purchaser before arrival of equipment /services/solution (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

11. TRANSPORTATION OF EQUIPMENT

- 11.1. Where the Bidder is required under the Contract to transport the equipment/Services/Solutions to a specified place of destination in India, being the project site or elsewhere, transport and render to such place of destination in India, including insurance (transit insurance included) and storage, as shall be specified in the Contract, shall be arranged by the Bidder, and the related costs shall be included in the Contract price.

12. INCIDENTAL SERVICES

- 12.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:
- i. Performance of on-site commissioning of the System/solution/services;
 - i. Furnishing of services required for maintenance of the rendered System/solution/services.
 - ii. Furnishing manuals for each appropriate unit of the rendered System/solution/services.
 - iii. Maintenance of the rendered equipment/solution/service for the "Contract Period", provided that this equipment/Solution shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
 - iv. Any other related services as the Purchaser may require and deem fit.

13. CONTRACT AMENDMENTS

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

14. DELAYS IN THE BIDDER'S PERFORMANCE

- 14.1. Delivery of the equipment/Solution & commissioning shall be made by the Successful Bidder strictly in accordance with the time schedule 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 timely delivery of the equipment/Solution and its installation, 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 liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.
- 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 liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.

- 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 guarantee
 - ii. Termination of the Contract for default

15. LIQUIDATED DAMAGES

- 15.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays/or defaults/deficiency of services in delivery/installation/replacement /repair of any or all of the Systems/Solutions mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.
- 15.2. If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract /services, the Purchaser may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract ,recover from the Bidder, liquidated damages over and above the penalties.
- 15.3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.
- 15.4. IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

16. DISPUTE RESOLUTION

- 16.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
 - ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. _____ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.
- 16.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to

the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

16.4. The provision under this section survives the contract.

17. ADDRESSES FOR NOTICES

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

In the case of Purchaser	IDBI Bank Limited IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra
	Attn: Abhijit Das (DGM-ITD) Tel: +91-22-66552005, Email: abhijit.das@idbi.co.in
In the case of the Bidder	<..... company name & Address >
	Attn: Shri..... Tel: +91- Email:

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

18. TAXES AND DUTIES

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

18.2. Income / Corporate taxes in India: The Bidder shall be liable to pay all 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 Bid by the Bidder shall include all such taxes in the Contract price.

- 18.3. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
- 18.4. The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 18.5. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 18.6. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 18.7. The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
- 18.8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

19. SUCCESSFUL BIDDER'S INTEGRITY

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

20. SUCCESSFUL BIDDER'S OBLIGATIONS

- 20.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The

Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

- 20.2. The Successful Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in Section-4) to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ sites/hardware/software.
- 20.3. In addition to the aforementioned, the Bidder shall perform the Services at various locations specified by the Purchaser and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, LAN setup, service delivery mechanism, solution by qualified personnel and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.
- 20.4. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

21. PATENT RIGHTS

- 21.1. 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.

22. SURVIVAL

- 22.1. 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.
- 22.2. 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.

23. NO AGENCY

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

24. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.

- 24.1. 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.

25. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

- 25.1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour 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.
- 25.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
- 25.3. 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.
- 25.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

26. STATUTORY REQUIREMENTS

- 26.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.
- 26.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.
- 26.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.
- 26.4. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

27. CONTRACT PRICES

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

- 27.2. Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

28. OWNERSHIP AND RETENTION OF DOCUMENTS

- 28.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
- 28.2. 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.

29. REPRESENTATIONS AND WARRANTIES

- 29.1. 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:
- i. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Tax relation solution 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 Solution/Services/Systems sought by the Purchaser, under and in accordance with this Contract.
 - ii. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Solution/Services /Systems under the Contract.
 - iii. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
 - iv. 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.
 - v. 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.
 - vi. 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.

- vii. 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.
- viii. 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.
- ix. 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.
- x. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- xi. 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..
- xii. 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 authorise the execution, delivery and performance by it of the Contract.
- xiii. That all conditions precedent under the Contract has been complied.
- xiv. 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.
- xv. That the Bidder certifies that all registrations, recordings, filings and notarisations 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.
- xvi. 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.
- xvii. 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.

xviii. 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.

30. CONFIDENTIALITY

- 30.1. 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:
- i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - ii. 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;
 - iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
 - iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of 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.
- 30.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
- i. the 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. information in the public domain as a matter of law;
 - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - v. is released from confidentiality with the written consent of the other party.

- 30.3. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.
- 30.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.
- 30.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems/ Services/Solutions and Documents etc.
- 30.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.
- 30.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

31. CONTRACT PERIOD VALIDITY AND EXTENSION OF THE CONTRACT

- 31.1. The term of the Contract shall be for a period of Five (5) years from the date of issuing Purchase Order (PO).
- 31.2. The Purchaser shall reserve the sole right to grant any extension to the contract and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the contract hereof, whether it will grant the Bidder an extension of the contract. The decision to grant or refuse the extension shall be at the discretion of Bank.

32. TERMINATION

- 32.1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written 30 (thirty) days' notice indicating its intention to terminate the Contract under the following circumstances:
- i. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.

- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
- a) **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- b) **Termination for Default:** The Purchaser may at any time terminate the Contract, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP, 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.
- 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.
- 32.2. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

33. CONSEQUENCES OF TERMINATION

- 33.1. 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.
- 33.2. 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.
- 33.3. 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/Solution 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.

- 33.4. 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.
- 33.5. 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.
- 33.6. 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.
- 33.7. The Contract survives Termination.
- 33.8. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

34. CONFLICT OF INTEREST

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

35. PUBLICITY

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

36. RELATIONSHIP BETWEEN THE PARTIES

- 36.1. 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 IDBI Bank and Successful Bidder.
- 36.2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

36.3. IDBI Bank has no obligation to the Successful Bidder's except as agreed under the terms of the Contract.

36.4. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

36.5. The Successful Bidder shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

36.6. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless IDBI Bank first gives the Successful Bidder its prior written consent.

37. NO ASSIGNMENT

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

38. ENTIRE CONTRACT

38.1. The terms and conditions laid down in the Bid and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

39. GOVERNING LAW

39.1. This Contract shall be governed in accordance with the laws of India.

40. JURISDICTION OF COURTS

40.1. Subject to Clause no. 17 (Dispute Resolution), the courts India at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

41. "NO CLAIM" CERTIFICATE

41.1. 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.

- 41.2. 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.

42. COMPLETION OF CONTRACT

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

43. INSURANCE

- 43.1. The Bidder shall :

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

- 43.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

- 43.3. Third party liability insurance with a sufficient coverage for the period of the Contract.

- 43.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

- 43.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- 43.6. Insurance against loss of or damage to (i) equipment(s)/Solution (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.

- 43.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

- 43.8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

- 43.9. Appropriate insurance to cover the System(s)/Solution for the transit period till the time of its delivery, installation and acceptance by the Purchaser, at the respective site is to be taken by the Bidder.

44. INFORMATION SECURITY

- 45.1. 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.

- 45.2. The Bidder personnel shall follow The Bank's Information Security Policy / Cyber Security Policy and instructions in this behalf.
- 45.3. Bidder acknowledges that The Bank's business data and other proprietary information or materials, whether developed by The Bank 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 cause damage to the 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.
- 45.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by The Bank, whichever is earliest, return any and all information provided to Bidder by The Bank, including any copies or reproductions, both hardcopy and electronic.
- 45.5. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."
- 45.6. 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.
- 45.7. The bidder shall ensure that subsequent patch, hot fixes and upgrades are also free from malicious code.
- 45.8. 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.
- 45.9. 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 Section 5 (Form 14).

45. LIMITATION OF LIABILITY:

- 46.1. Notwithstanding anything contained in the RFP, if the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the contract before completion of the Services, the Bidder shall be liable to pay damages to the Bank.
- 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 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;
 - iii. This limitation of liability shall not be applicable to the indemnity provided by the Bidder under Section – 3, Clause 6 (Indemnity)

SECTION – 4

1. PURPOSE

- i. This section gives the scope of work and service level expectations for the Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST).
- ii. This section lists the minimum service level required to be maintained by the successful bidders on award of the contract.

2. SCOPE OF WORK

A) Functional

- 2.1 The solution should provide for collection of data available in the “Transacting System”, generate invoice in the prescribed format with requisite details. Ability to raise exception report where transactions are not captured with appropriate details.
- 2.2 The solution should be able to generate invoice in the prescribed format with requisite details for procurements made from Unregistered Dealers and for supplies covered under Reverse Charge Mechanism.
- 2.3 The solution should be able to generate Bill of supply consistent with the provisions of the GST law
- 2.4 The solution should be able to generate Way/E-way bills for supply of goods, Returns or inward supply by an unregistered dealer etc.
- 2.5 The solution should be able to value the taxable supply and generate Invoices for the identified Inter-Branch transactions and maintain records/ledgers of such transactions Registration wise.
- 2.6 The solution should be able to generate receipt voucher/payment voucher and issue of related debit note & Credit notes, supplementary invoice.
- 2.7 The solution should be able to generate delivery challan in the prescribed format with requisite details.
- 2.8 Provision should be there in the solution for linking of reversals with original transaction/invoices
- 2.9 The solution should provide for the State wise segregation of the Data as per the logic given by the bank from time to time. For example, segregate based on the address available in the system for B2C transactions and address from GSTN for B2B transactions so as to enable state wise filing of Return.
- 2.10 The solution should have the ability to segregate the transactions into different components of GST i.e. CGST, SGST, IGST and UGST and generate payment challans.
- 2.11 The solution should enable to migrate the data from the “Transacting System” and change it in the format required by GSTN for various return and process for filing the return. Adequate Connector for integration with various systems like Finacle/ Oracle and other support systems must be available.
- 2.12 Though it is expected that the GST rate will be uniform across the country but the system should have the provision for different state/UT wise rates. There should be a provision in the solution to enter multiple rates for a GST registration based on the changes in state-wise rate changes, if any.
- 2.13 The solution should have the ability to provide the multiple, configurable options to determine GST location of service provider. This can either be captured automatically or by way of upload or data entry.

- 2.14 The solution should have the ability to provide the multiple, configurable options to determine GST location of customer / transaction.
- 2.15 The solution should be able to collect the DATA for all commission/earnings on the output side and expenditure on the input side on a day to day basis.
- 2.16 There should be provision in the solution to alter GST related data post the transaction, if required, with proper audit trail.
- 2.17 The solution should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches. A separate report must be made available for transactions with Distinct/Related parties.
- 2.18 The solution should handle registration of all the states and union territories and CGST/SGST/IGST/UGST.
- 2.19 The solution should have the ability to capture / automate the master data like bank, branch, ATM, BCs etc.
- 2.20 The solution should have the ability to upload and / or enter the GST No. of the customer and may segregate the transaction based on GST No. of the customer. The solution should have a provision to accommodate separate GST registration numbers for each state.
- 2.21 The solution should have the ability to determine the beneficiary GST based on GST No., customer address type, customer's home branch, transaction location and any other logic as suggested by the bank.
- 2.22 The solution should be able to capture / handle the customer level or branch level exemptions in GST determination.
- 2.23 The solution should be able to import the invoicing data from bank's multiple internal systems or should upload / data entry of invoice manually and importing the same from excel sheets
- 2.24 The solution should have the ability to create the workflow for inquire, review, authorize, update etc.
- 2.25 The solution should have the ability to prepare the GSTR forms for filling as per stipulated dates. It should enable interfaces to pay taxes and create challans for the same.
- 2.26 The solution should prepare the various returns like GSTR1, GSTR2, GSTR1A, GSTR6, GSTR7, GSTR8 and GSRT9 etc and any other return that may be required for input/output discrepancies. Any return introduced by GSTN / RBI needs to be prepared by the solution free of cost.
- 2.27 The solution should have the ability to download and upload the GSTN data and convert it into the format as defined by GSTN / Bank.
- 2.28 The solution should provide the user with a dashboard for displaying the informs such as forms due, reconciliation pending, various stages of return generation, authorization and filing. The features of auto-reconciliation and relax reconciliation with proper audit trial should be available.
- 2.29 The solution should have proper user management system with proper roles and privileges which can be configured. The solution should be able to transmit the discrepancy data to originating branch and enable tracking of resolution/Pendency.
- 2.30 The solution should be able to integrate with LDAP, Human Resource Management system, "Transacting System" from user management point of view
- 2.31 The solution should have the reconciliation module. Proper MIS reports may be generated specifically showing the mismatch which has to be reconciled.

- 2.32 The solution should have purchase register, State wise ledger view and tax credit utilization. The solution should be able to generate state wise output supply ledger, input credit ledger and other ledgers as required under GST law.
- 2.33 The solution's UI / UX will be customized as per bank's requirement keeping in view the branding of the bank.
- 2.34 The vendor should support the application for a period of 5 year as a part of AMC. Any change as per GST / bank has to be incorporated in the solution during this period at no additional cost.
- 2.35 The solution should be able to integrate with multiple GSPs and should be able to automatically make use of particular GSP for particular return filing / service as decided by the bank.
- 2.36 The solution should be able to support English / Hindi.
- 2.37 The solution should integrate with SMS gateway for various automated letters / communications at various stages as defined by bank from time to time.
- 2.38 The solution should handle State/centrally/union territory wise filing of various monthly/quarterly/annual Returns as per GSTN requirements.
- 2.39 There should be an interface with the GSTN/ Suvidha providers by the bidders so that the various returns are filed from the solution directly to the GSTN.
- 2.40 There should be validations at each stage in conformity with the requirement of GSTN. There should be format provided in the solution for collecting the DATA of input tax credit from the branches and the same should be interfaced with the returns.
- 2.41 The solution should carry out all changes in functionality on account of changes due to new legislations/ statutes, Rules and notifications (Government Orders) and changes requested by the Department.
- 2.42 The solution should take the available DATA from "Transacting System" and has to ensure that all the requirement of CGST/SGST/IGST/UGST laws/rules/forms/return procedure are complied with in relation compiling and filing of various monthly/quarterly/annual returns
- 2.43 The solution should be able to keep such data in the server and should be able to retrieve in the case of audit/inspection by the State/ Central authorities.
- 2.44 The Invoices for Input credit (ITC) should be saved in the server. The package should provide proper linkage for saving the Invoice for ITC in the server and the related entry passed in the package and return filed for taking ITC.
- 2.45 There are various provisions which need clarification from the Government such as securities transactions/interbank transactions/transaction between branches /securitization/actionable claims/exemption or partial allowance for ITC/ zero rated tax/certain forex transaction/compounding of currency conversion, etc. Such modifications/additions/changes notified in the final law/rules adopted should be incorporated in the package for full compliance.
- 2.46 The solution should provide for end to end solution
 - a. to collect the DATA from "Transacting System" with suitable interface or upload or any other means that may be decided with the selected bidders;
 - b. for processing of such DATA collected from the "Transacting System" as per requirement of filing of various returns;
- 2.47 There should be proper provision in the solution for furnishing of DATA not captured in the "TRANSACTIONING SYSTEM" such as interbank transactions/transaction without consideration etc., and to be processed along with the DATA captured I (i) as above for filing of returns.

- 2.48 Provide various MIS report that may be required from time to time for full compliance of GST, Audit and inspection by government department and monitoring of the compliances GST no wise, Unit-wise i.e. for each branch/office covered under the distinct GST no and also for Bank as a whole.
- 2.49 The solution should be able to generate GST related reports and invoices as per the bank's / GSTN requirement from time to time.
- 2.50 The solution should provide the adequate number of users for each states for processing and filing of return and that should be integrated through our "TRANSACTIONING SYSTEM" and other source systems.
- 2.51 There should be proper provision for punching and maintenance of data by all the branches / departments, if required.
- 2.52 There should be validation for the DATA punched by the branches and proper time log and user log should be made available for monitoring.
- 2.53 All the cyber security features are to be incorporated in the solution.
- 2.54 There should be provision to the State controlling office/Head office for user management
- 2.55 Other requirements for proper compliance of GST provisions are to be incorporated in the package
- 2.56 For those account where the address is not traceable/identifiable or cannot be pulled down as the city/location is not filled up, for those accounts, till the proper filed is filled for extraction of DATA as per address, the DATA should be captured on the address of the branch or any other mechanism as decided by the bank. A separate report may be made available in the solution for viewing/downloading the data where the address or any such field as required by GSTN in incomplete.
- 2.57 The solution should have the electronic records available at various levels viz. branch, region, zone etc. in case of audit.
- 2.58 The solution should be able to maintain the hierarchy of branches, regions, zones, bank etc.
- 2.59 The solution should have the ability to send the reminders and should have escalation matrix for due date of returns.
- 2.60 It should be able to identify the concept of place and time of supply.
- 2.61 The solution should be able to record, reconcile and use the denied credits.
- 2.62 There should be validations at each stage in conformity with the requirement of GSTN.
- 2.63 There should be format provided in the solution for collecting the DATA of input tax credit from the branches and the same should be interfaced with the ITC return.
- 2.64 There should be proper provision to take the DATA from "TRANSACTIONING SYSTEM" and tallying with the return filed for Annual Return.
- 2.65 GSP Arrangements: The bidder is expected to provide end to end solution including filing of returns with GSTN, matching of data with GSTN etc and hence the bidder should have tie up with GSP and integrate the software with GSP& GSTN.

B) Technical Requirements

- 2.66 The Application Solution should be made ready for moving into production by 15.06.2017 after UAT test and acceptance so as to enable the bank for full compliance under GST.
- 2.67 The selected Bidder has to implement the entire solution in DC (with fallback), DR and UAT setup of the Bank.
- 2.68 Solution should be highly available with uptime of 97% and above.

- 2.69 All patch update and patch management of Solution modules has to be deployed by the selected Bidder after obtaining approval from the Bank.
- 2.70 Any customization requiring onsite debugging or customization for the integration with "TRANSACTIONING SYSTEM" of the Bank should be carried out by the Bidder onsite as and when required to ensure smooth implementation.
- 2.71 The Bidder shall conform the integrity of the solution supplied i.e. the solution is free from bugs, malware, covert channels in code etc.
- 2.72 Bidder has to install /re-install the supplied solution in the servers and support the same during warranty and AMC period without any extra cost to the Bank.
- 2.73 During the contract period if OEM of OS/DB solution announces regarding the End of Support. The successful bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank.
- 2.74 The solution proposed by the Bidder should be able to migrate to the newer version of Operating Systems/Data Base Systems/Browsers without any extra cost to the Bank.
- 2.75 The solution should support the Web browsers viz. Internet Explorer 8 & above, Google Chrome and Mozilla Firefox.
- 2.76 The selected Bidder should migrate the existing data, if required.
- 2.77 The solution should be complied with Cyber Security norms. The bidder should provide documents / declaration to the Bank.
- 2.78 The selected bidder should provide support for Data archival, retrieval and purging as per the requirement of the Bank.
- 2.79 Bidder has to provide hardware sizing and the Solution requirement (including OS, Application/ Web / Database Server, Browsers, etc) for their solution within 15 days from the date of acceptance of order. The Performance of the hardware should be such that it should handle the millions of Data of B to C transactions and B to B transactions. It should handle filing of the return with such number of DATAs to the GSTN portal without any down time. The application solution should be able to handle the above requirements. The bidder must take into account the above points and suggest the size of the hardware at the commencement of the project itself and ensure that the resource utilization is always within 70% at any point of time
- 2.80 Further if the Bidder feels that certain features offered are superior to what has been specified by the Bank, it shall be highlighted separately. Information regarding any modification required in the proposed solution to meet the intent of the specifications and state-of-the art technology shall be provided. However, the Bank reserves the right to adopt the modifications / superior features suggested/offered.
- 2.81 The Bidder shall provide all other required equipments and/or services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
- 2.82 The selected bidder shall own the responsibility to demonstrate that the services offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Bank.
- 2.83 The broad scope of project envisages a complete solution for Goods and Services Tax which includes supply, installation, design, sizing, customization, configuration, integration, maintenance, support of the software and other components required. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, trainings, knowledge transfer and support.

- 2.84 The proposed GST Software should meet the present/future Government/ Regulatory / GSTN / Statutory bodies etc. guidelines and should also customized to Bank's need to implement end-to-end solution for implementation of GST in Bank.
- 2.85 The Bank has appointed an external consultant for implementing GST in the Bank. The Bank may seek their guidance/consultation at any stage and in such circumstances; the Bidder is expected to work with the Bank's consultant.
- 2.86 The scope of the Services, Maintenance and support is to be provided for a period of five years from the date of acceptance by the bank (i.e. 1 year warranty and 4 years AMC/ATS). AMC/ATS shall be extendable for a minimum period of 2 years, at the behest of the Bank. The additional support (ATS/Onsite Support Services etc.) is required to be provided by the Bidder at a rate equivalent to the average support rates quoted by the Bidder from Year 4 and Year 5, or at the rate quoted by the Bidder in Year 5, whichever is lesser.
- 2.87 Bidder must be owner of the GST application and solution should be web based.
- 2.88 Installation/re-installation, configuration/re-configuration of GST application, OS, Database & other software/utilities/Drivers for Production, UAT and Archival setups during the contract period. Also maintain and support the present/future proposed interfaces to RBI, GSTN, "TRANSACTIONING SYSTEM" etc. Should be provided at no additional cost to the Bank.
- 2.89 On the job training on Application installation, re-installation, configuration, administration and day-to-day support operations to be provided to designated Officers of the Bank.
- 2.90 Bidder should identify dedicated technical support co-coordinators who would provide technical support to the Bank's team and ensure smooth completion of day to day activities. Support should be available on Onsite/Offsite Model on 24 x 7 x 365 basis to the Bank. If bidder is not able to resolve the issue then the bidder has to visit to the Bank's premises for resolving the same at no extra cost to the Bank. The support should be available on call.

2.1 Software Licenses

The bidder should consider application software licenses for the following

- a. Provide Corporate Licenses for Data Centre (DC) setup, Disaster Recovery Site (DRS), Near Disaster Recovery (NDR) and UAT setup for unrestricted use across the organization viz. Branches, Location, clients etc. irrespective of locations or number of users.
- b. The DC & DRS setups will be in high availability mode (i.e. active/active or active/passive). The DC & DRS setups shall be in virtualized environment / private cloud environment.
- c. All software envisaged is required to be on-premises irrevocable perpetual software licensed to IDBI Bank, right to use the software even after the contract period. Only licensed copies of software shall be supplied and ported. Further, all software supplied shall be of latest version.
- d. The software supplied must be the latest version of the software supplied by the OEM. Beta versions of any software shall not be accepted.
- e. The following tentative considerations (but not limited) must be included for supply of software
 - The application software should fully comply to all the existing or future time to time guidelines, requirements notified by GSTN, Government, RBI, other statutory bodies etc. during the contract at no additional cost to the bank.

- Solution should be available on Oracle database/ SQL Server/ Other database. The Application, Web and Database servers should be available and should function in multiple operating systems like Linux, Unix and Windows.
- Solution must be a web based, user friendly and the web based application should work using low bandwidth and high latency. The solution should work seamlessly in VSAT/LL branches of Bank.
- The solution should be in High Availability i.e clustered/ virtualized. Database should provide High availability & Disaster recovery using cost effective option of automatically synchronizing the transaction logs to disaster site, which in case of failover the other node provides the availability of all data
- The offered solution must provide all the functional specifications mentioned in this RFP as standard feature. Noncompliance of the same shall be liable to be rejected.
- The software should provide for collection of data available in all the Source Systems, generate invoice number and date as per date of the transactions. It should provide for the State wise segregation of the Data as per address available in the system for B2C transactions and select address from GSTN for B2B transactions so as to enable state wise filing of Return.
- The software should have provision to fetch the data from all the Source Systems and change it in the format required by GSTN for various return and process for filing the return.
- The collection of DATA for all commission/earnings/ others, if any, should be available on a day to day basis.
- The software should provide the DATA format for furnishing the details/transactions of distinct person/related person/between branches.
- The software should handle registration of 29 states and 7 union territories and CGST/SGST/IGST/UGST at present and further change in states / UT's.
- The software should handle State wise filing of various monthly/quarterly/annual Returns as per GSTN requirements. The centralized files option shall also be available.
- There should be an interface with the GSTN/GSP/other providers by the bidders so that the various returns are filed from the application software package provided directly to the GSTN. Bidder should provide necessary interfaces to upload/download files directly by Bank to/from GSPs.
- There should be validations at each stage in conformity with the requirement of GSTN.
- There should be format provided in the package for collecting the DATA of input tax credit from the branches and the same should be interfaced with the ITC return.
- Provision of dash boards to monitor activities like MIS, reconciliation, compliance with respect to Statutory/ Government /GST guidelines, etc. should be made available.
- The proposed solution proposed (Application, Web and Database servers) should support both software based virtualization technologies from leading vendors on X86.

2.2 Implementation of Goods and Services Tax System

- a) Supply, Installation, Implementation and Integration of all customized software items should be completed within 2 weeks or GST timeline (first monthly return submission date), whichever is earlier, from the date of the Purchase Order including UAT acceptance.
- b) Selected Bidder should provide necessary temporary data collection details (input /output) along with tools to start collect/capture data during interim period (w.e.f. GST effective date till the date of GST system LIVE). The data should be uploaded in the GST system and generate required GST returns for submission.
- c) Initially, Bank shall provide a temporary setup to carry out UAT and the same may be used for Production during the interim period, till the hardware is provided as per the sizing recommended by the bidder. After that, the customized accepted application along with data should be migrated to the production setup.

2.3 GENERAL IMPLEMENTATION AND OTHER REQUIREMENTS

While Section - 6 has a detailed listing of the functional requirement specification of the specific solutions, the Bidders are expected to comply with the implementation requirements. The DC site is located in Navi Mumbai and the DR site is located in Chennai. At DR Site, only a DR facility with data replication from DC, has to be provided. This activity may be performed post completion of implementation, upon Go-live. The selected Bidder has to implement the entire solution (including OS & DB) in DC, DR (in High availability i.e. Cluster / Virtualized) and UAT setup of the Bank.

2.3.1 The Bidder should be Original Equipment Manufacturer (OEM) of the software solution. During contract period, the bidder shall

- a) Be a single point of Contact to the Bank.
- b) Directly interact with Bank's dealing group and other applications vendors for integration of GST with Bank's "TRANSACTIONING SYSTEM" running in the Bank.
- c) Build and maintain the interfaces with the relevant Application systems for automatically uploading / downloading of data at no extra cost to the Bank.
- d) Perform a detailed current state assessment to gain understanding of the procedures and practices adopted by the Bank.
- e) Provide training to the identified core team and end user teams.
- f) Implement the solution as per the defined timelines i.e. within 2 weeks or GST timeline (first monthly returns submission date), whichever is earlier, from date of purchase order. Selected Bidder should provide necessary temporary data collection details (input /output) along with tools to start collect/capture data during interim period (w.e.f. GST effective date till the date of GST system LIVE). The data should be uploaded in the GST system and generate required GST returns for submission.
- g) Parameterize the solution in accordance to the Bank's requirements, policies and practices followed.
- h) Assess the gaps between the Applications and the practices and procedures followed by the Bank during all stages of implementation (i.e. current system study, training, parameterization, implementation and

roll out) and suggest acceptable workarounds to bridge gaps and identify areas of customizations, modifications and enhancements.

- i) Carry out necessary customizations, modifications and enhancements to the Applications to suit the Bank's requirements.
- j) Perform version migrations and updates during the period of the contract at no extra cost to the Bank.
- k) Support maintenance activities like day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance etc.
- l) Implement and maintain the database, operating system, and other third party softwares/ tools necessary for the proposed solutions including DR site of equal capacity as live including data replication requirements along with data replication configurations and a required Test Server (at DC only). Hardware, Network infrastructure, Operating system and Database licenses will be provided by the Bank. The proposed solutions would be required to be configured and installed at the Bank's Data Centre in Navi Mumbai and Bank's DR site in Chennai. The network configurations will be done by the Bank as per the bidder's recommendation.
- m) If the supplied software version is declared 'End of Support' by the OEM/Bidder, new version with all the existing customizations should be implemented by the Bidder with no extra cost to the Bank.
- n) If OEM of OS/DB/third party software announces regarding the End of Support, the bidder has to migrate the solution to the newer version of OS/DB without additional cost to the Bank.
- o) All patch update and patch management of Software modules has to be deployed by the selected Bidder after obtaining approval from the Bank.
- p) All updates and upgrades of OS & DB have to be done by the selected Bidder without any extra cost to the Bank during contract period. However, licenses will be provided by the Bank.
- q) Any customization requiring onsite debugging or customization for integration with "TRANSACTIONING SYSTEM" of the Bank should be carried out by the Bidder onsite as and when required to ensure smooth implementation.
- r) Bidder has to install /re-install, configure/re-configure the supplied software (including OS, DB, third party software) in the servers (physical / virtual) and support the same during warranty and AMC period without any extra cost to the Bank.
- t) Adherence to Service Levels as mentioned in the RFP.
- u) Bidder must maintain and support the interfaces, software and other infrastructure at Data Centre & Disaster Recovery Centre as proposed and provided as a part of this project.
- v) The solution should support the Web browsers viz. Internet Explorer 8 & above, Google Chrome and Mozilla Firefox.
- w) Bidder must provide Data archival, retrieval and purging setup as per the requirement of the Bank
- x) Bidder must provide required help during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also

rectification of deficiencies pointed out during IS Audit should be done at no additional cost to the Bank.

- y) All the software to be supplied / proposed must be IPv4 and IPv6 compliant wherever applicable. The bidder has to migrate/ configure the proposed solution into IPv6 version as per request of the Bank without any additional cost to the Bank.

2.3.2 Gap Identification and Resolution

- a) The Bidder will ensure that all gaps identified at the time of system testing with respect to Functional Requirement Specifications (FRS), will be immediately resolved.
- b) The Bidder will ensure that gaps pointed out by the audit and inspection team, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be resolved within reasonable time during the contract period.
- c) The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications / enhancements, as necessary, to the proposed software solution.
- d) The Bidder shall provide all statutory, regulatory and ad-hoc MIS (Management Information System) and EIS (Executive Information System) reports as required by the Bank in the desired format.
- e) The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank throughout the period of contract.
- f) The Bidder will ensure that they have the necessary infrastructure and resource in place to resolve all the gaps within the time lines agreed, for the implementation.
- g) The Bidder shall customize all gaps observed in the Functional RFP, Product Demo, Current Systems Study, Training and UAT and pilot rollout. The cost of customization should be included in the price bid. The Bank will not pay any additional customization costs. The Bidder shall document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

2.3.3 Data Migration

- a) The Bidder will be responsible for necessary tools & support services for migration of the data from the existing legacy system of the Bank and also for first time Master creation for the respective GST requirements of the bank/branches.
- b) The Bidder is expected to provide data download specs which has a mapping to source systems. Required data will be provided by the Bank in its own format. Accuracy of source system data will be the Bank's responsibility. Cleansing and transformation of such data to suit the requirements of the proposed system will be the responsibility of the bidder with proper logs to be maintained. Bidder will have to define the process of data migration for data pertaining GST
- c) The successful bidder has to inform all the mandatory fields required for migration and also provide the facility to upload the data with default value for mandatory fields if the same are not readily available. There must also be a facility to modify these mandatory fields subsequently by Bank.
- d) In the event of any gaps in the field mapping reports, the same would be discussed with the Bank and the agreed solution would be documented by the Bidder and signed off from the Bank..The Bidder shall ensure that workarounds or default values moved to the production database as a result of gaps in the field mapping are duly taken care of after successful migration to proposed solutions and the Bank officials are informed of the same in writing.
- e) It will be the responsibility of the Bidder to ensure validation for all data migrated from the legacy systems to the new application.
- f) The Bidder will be responsible to format the data as per the software / upload format required by the solution.

- g) The Bidder is expected to provide the Bank with data capture utilities to capture missing data for all the modules as would be required to capture the data. The Bidder will have to train the bank personnel to use the utilities for them to be in a position to capture the required data.
- h) The Bidder will be responsible for uploading the data entered by the Bank through the manual data entry screens, programs/ applications. Manual data collection is not in scope but in case of data gaps, the vendor may be required to create data capture tools.
- i) The Bidder shall develop the data conversion programs to convert Bank's data to proposed solution upload format. The Bidder shall perform mock data migration tests to validate the conversion programs.
- j) The Bidder will be responsible for assisting the Bank in conducting the acceptance testing and in verifying the completeness and accuracy of the data migrated from the legacy applications to the proposed systems.
- k) The Bank or its consultants may, at its will, verify the test results provided by The Bidder.
- l) Any gaps /discrepancy observed will be reported to the Bidder, who will act upon it and resolve the same immediately.

2.3.4 Interfaces

- a) The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to bank's existing systems.
- b) The Solution should be capable of seamless integration with the "Transacting System" which are to be the source for input data. Solution should also have provision of Integration, in case existing CBS (Finacle) / Other "Transacting System" are migrated to higher version or new CBS / "Transacting System" are introduced by the Bank, without any additional cost during the contract period (Warranty/AMC).
- c) The Bidder has to provide necessary interface and undertake the integration with the CBS and other applications which are to be the source for input data.
- d) The Bidder shall provide the Bank, understanding and full access to database, database table structure and data dictionary of the proposed solutions.
- e) The Bidder will present to the Bank the interface requirements for review.
- f) The Bidder will give the Bank adequate time to review the interface requirements.
- g) Any suggestions from the Bank will have to be included by The Bidder.
- h) The Bidder will be responsible for customizing, testing and maintaining all the required interfaces during the contract period at no extra cost to the Bank. In case of any subsequent change, modification or alteration to the Banks existing Application software packages, the Bank will obtain the API for such existing Application and provide the same to The Bidder for interface at no additional cost. The Bank has envisaged all the interfaces to be on an online secure mode with Straight through Processing. The Bidder needs to factor the same in the pricing.
- i) The solution software should have proper interface for incorporating digital certificates, i.e. PKI-enabled.
- j) The Bidder must ensure that all interfaces are automated with minimal manual intervention.
- k) The Bidder will ensure and incorporate all necessary security and control features within the Application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
- l) The Bidder will be responsible for setting up the test environment for interface testing.
- m) The Bidder will create an exhaustive set of UAT test cases. Bidder shall ensure that the test cases meet all the testing requirements of the Bank. The bank will review the same and may propose additional test cases.
- n) All errors, bugs, enhancements / modifications required during and after testing will be immediately resolved by the Bidder (maximum of 5 working days), and sign-off for the same will be obtained from the Bank. However workaround solution should be provided on the same day, in respect of errors and bugs affecting the functioning of the Bank.

2.3.5 Training

- a) The Bidder will be responsible for training the designated bank employees in the areas of parameterization, operations, management, error handling, system administration, etc. with respect to GST. End application users would be trained through the train the trainer model.
- b) The Bidder will be responsible to train minimum 50 core team personnel. The core team training will include functional as well as technical training and shall be considered within the scope of the bidder. However, the final number shall be based on requirement at the sole discretion of the Bank. These personnel would include core technical team, core functional team and the trainers for the proposed application landscape.
- c) Bank will provide all training facilities like classroom, projectors, computers etc. However, Bidder has to bear the cost for travelling, lodging and other expenses for their own personnel.
- d) The Bidder needs to provide a comprehensive training methodology document and the training should at least cover the following areas:
 - Functionality available in the solution
 - System & Application Administration at central site.
 - Parameterization, User Management
 - Data Migration
 - Techniques of generating various MIS reports from the solution provided
 - Deployment at current branches and new branches
 - Data replication
 - Developing new audit reports/ tools using the proposed solution
 - Advanced training on the installation/configuration of application software, operating systems, database systems and network systems to be used by the proposed solution
 - Day end / Month end / Quarter end/ Year end Batch/Scheduled jobs.
 - Training for report writer facility to create new reports and modify existing reports
 - System and Application administration at branches
 - Backup & Recovery Operation & management;
- e) The Bidder must ensure that proficient personnel conduct the training. The Bidder shall ensure trainers are proficient and experienced enough in the topic.
- f) The Bidder shall provide comprehensive reference material for the training programme. The same shall commensurate with the requirements specified in this RFP.

2.3.6 Testing

- a) The Bank proposes to conduct a UAT testing for the purpose of ensuring that all the functionality requested for by the Bank is available and is functioning accurately.
- b) The Bidder will convey to the Bank that all the customizations that are required to “Go Live”, as agreed upon and signed off by the Bank are completed and the solution is ready for testing.
- c) The Bidder will set up a test server(s), to accommodate a minimum of 10 concurrent users and install the Applications including the customizations, parameterize it as per Bank’s requirement. The Bank expects the test environment to be available to the Bank at all times, for the purpose of testing. The test PCs/Servers will be provided by the Bank.

- d) Test cases would involve formulating the test plans, test calendars, test schedules (day- end, month-end etc.), test cases, defining the acceptance criteria, full load testing, sample UAT test case execution, provide test results to Bank, monitoring the testing on a day to day basis', timely resolution of gaps, errors, bugs reported during testing and providing continuous support to the users for the UAT and acceptance testing. The acceptability rests with the Bank but the end to end support for the same will have to be provided by the Bidder. Necessary assistance, whenever required will be provided by the Bank.
- e) The Bidder will assist the Bank in conducting all the tests and analyzing / comparing the results. Bidder shall provide experienced resources conversant in all business areas, for trouble-shooting during the entire UAT process.
- f) Any deviations / discrepancies / errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them with in shortest period so that the package will be moved to production at the earliest.
- g) The Bidder will be responsible for providing and updating system & user documentation as per the modifications during the contract period.

2.4 ENVIRONMENT SET UP & CONFIGURATION

The bidder should:

- a) Provide detailed documentation on system set up & configuration of UAT and Production. Also provide documentation on detail procedure for switching to fall back mode in case of disaster/ system down time and again switching back to normal production set up once systems are made available.
- b) Provide the detailed documentation on set up & configuration of Back up procedures and suggestions/recommendations on data backup and restoration procedures.
- c) Supply, install, implement and maintain GST related solution required for the project.

2.5 DISASTER RECOVERY MECHANISM

- a) The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery and implement the same in the system.
- b) The Bidder needs to submit the technical architecture relating to data replication between primary and secondary site. The Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for the proposed solution should be **30 minutes and 15 minutes** respectively.
- C) The Bidder has to provide sizing and ensuring working of the systems as per the hardware and network sizing.

2.6 OTHER REQUIREMENTS

- a) Bank's Information Security Policy/ Cyber Security Policy in vogue should be followed in spirit which includes password management, change management, backup, patch update etc.

- b) IS audit of the application at various levels of implementation would be conducted by the Bank and its important issues should be closed before the acceptance of the software/solution. Additionally, any changes in the software and yearly IS audit issues would also be required to be attended at respective levels, within the stipulated time period.
- c) Audit logs should be retained and made promptly available, as and when required during the life cycle of data retention.
- d) Bank has setup Security Operation Centre (SOC) wherein monitoring of all critical servers mainly application & database servers would be done for its security, uptime/ downtime, performance, user access to system, parameter changes, etc would be monitored based on different logs from servers and devices. Bidder to provide necessary logs of system/ application etc. for integration with SOC. For integration of SOC with the system being provided by the bidder, required support and tools (if any for log generation and pushing to SOC) would be required from bidders.

3. RESPONSIBILITIES OF VENDOR/BIDDER

- 3.1 The Vender has to Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) across various locations.
- 3.2 The Vendor/Bidder shall make arrangements to provide maintenance support, problem fixes & upgrades.
- 3.3 System/Solution health checkup twice a year by vendor.

4. SYSTEM MAINTENANCE & SUPPORT SERVICES

- 4.1. The maintenance support should be (24x7 – 365 days) including product upgrades and updates. The support should be for unlimited requests. It may be provided on email / Telephone /Online

5. WARRANTY/AMC SUPPORT

- 5.1. The Bidder further represents and warrants that all licenses delivered /rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.
- 5.2. The warranty/Support period will be 12 months from date of successful deployment/commissioning of “GST Solution” and AMC/ATS contract will be further 48 months, post completion of warranty period.

6. HARDWARE REQUIREMENTS

System should be sized adequately to ensure maintenance of historical data and in pursuant with purging policy. The data will be retained for a period as per regulatory norms. The data should be archived as decided by the Bank and will be retained online/offline. The archived data should be available to all the intended users. The Bidder has to clearly submit the Hardware requirement (Servers/ Storage etc), Software requirement (including OS, Application/ Web / Database Server, Browsers, etc) with configuration required for implementation along with the technical bid. All the Hardware, OS and database will be provided by Bank. The configuration should specify OS and Database with version numbers. **Any other software/utility required for running the Solution, with all required licenses should be provided by bidder.** The system should handle

minimum 50 to 60 millions of B2B / B2C transactions per annum with 20% Y-o-Y increase. The concurrent users (peak) shall be approx. 2000. The application software should be able meet the filing requirement of above volume with GSTN without any down time.

Accordingly, bidder needs to advise the Bank the hardware requirements over the tenure of the contract period. The initial hardware advised should be capable of handling at least the first three years load, volume and sizing. The Bidder has to advise appropriate hardware and other resources to be incrementally added based on the increase in the load and volumes to support the growth for the remaining contract period. The Bidder has to ensure that the configuration proposed is capable enough of handling the respective year’s load and volume and that the resource utilization is always within 70% at any point of time.

7. SERVICE LEVEL EXPECTATIONS

7.1. Timeline and Penalty for delay in project implementation

- i. The System should be delivered as per the schedule from date of placement of Order and vendor should give a certificate that all modules have been deployed in the Bank’s servers. Penalty will be applicable for late delivery of the customized software. 1% of the cost of the software will be deducted as penalty per week for failure to achieve the milestones as indicated in the RFP. Maximum penalty would be 10% of Sr. no. (1 & 2) in the commercial bid. Bank reserves the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the software as penalty.
- ii. However, notwithstanding the schedule, Bank reserves the right to cancel the order at any given point of time, if vendor fails to meet any of the milestones. In the event of cancellation of order, Bank will claim entire amount paid to vendor with interest (@18% pa simple) along with additional 10% as penalty charge.

7.2. SLA for Software Support:

- i. Any software bug identified by Bank/ vendor’s service engineer would have to be fixed within the stipulated time depending upon the criticality of the issue.
- ii. Software support for any new platform should be available within six months.

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

Category	Severity	Problem Analysis & Response	Timeframe for Resolution/ Workaround (Inclusive of Response Time)
Problem/ Issue/ Defect	Critical	1 Hour	3 Hours
	High	1Hour	8 Hours
	Low	2Hours	24 Hours (One Day)

Any problems/Issues /Defects, reported by Users should be categorized based on severity as follows:
Critical: When the System Operation is stopped/ halted.

High: When the System Operation is stopped/ halted or system malfunctioning but for the same the workaround is available.

Low: Minor irritants during operations.

7.3. For delay in service delivery during warranty and AMC period

The GST system has to be up and running for at least 97% of the time. The GST Solution is deemed to be up, if the users are able to log into the system and are able to fully execute all the functionalities of the system.

The uptime shall be computed on a monthly basis. For every reduction of 1% in the uptime from the defined standard (i.e. 97%), there shall be a penalty of 1% of the AMC/ATS (i.e. Sr. No. 6 of commercial bid). If uptime goes below 92%, no AMC/ATS will be paid for that particular month. Breach of Service levels consistently on part of the vendor may lead to invocation of Clause for “Termination for Default”.

The penalty for downtime shall be calculated on monthly basis and recovered from the quarterly AMC invoice, as follows:

Uptime (%)	Penalty of (%) of monthly payment
>=97	0
>=96 and < 97	1
>=95 and < 96	2
>= 94 and < 95	3
>= 93 and < 94	4
>=92 and < 93	5
<92%	No payment

Penalty amount will not exceed 5% of the invoice value for the specified invoice period. Penalties for non-compliance of Service Level requirements during warranty period will be recovered from the first AMC Invoice.

Note:

- Response Time shall commence from the time a call is logged.
- For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location/Branch. (Normally 10.00 AM to 6.00 PM on all weekdays excluding 2nd & 4th Saturdays and holidays)
- Bidder will provide on-site support for addressing Software/application related issues.
- The new releases (minor / major), versions, bug fixes etc. for the system software will be supplied to the Bank at no extra charge, with necessary documentation.
- The Bidders should submit a list of support center addresses, contact person & the resolution / response matrix for OEM/Bidder.

8. EXPECTED COMMISSIONING TIME

The Delivery/commissioning shall be done at the Bank’s DC, DR and NDR (if any) locations within **Two Weeks** from the date of Purchase Order (PO).

9. PENALTIES

(a) Penalty during warranty period

- i. If, the Bidder fails to deliver and / or install any or all of the Licenses/ Software's mentioned in the Purchase order (PO), Purchaser shall, levy as penalty a sum equivalent to 0.5% percent per week or part thereof of respective purchase order cost subject to maximum of 10% of the purchase order value of the delayed or unperformed services/solutions 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.
- ii. Penalty will be applicable for late delivery of the customized software. 1% of the cost of the software will be deducted as penalty per week for failure to achieve the milestones as indicated in the RFP. Maximum penalty would be 10% of Sr. no. (1 & 2) in the commercial bid. Bank reserves the right to cancel order at any time if the product is not delivered as per scheduled delivery date and claim 10% cost of the software as penalty.
- iii. In the event of cancellation of order, Bank will claim entire amount paid to vendor with interest (@18% pa simple) along with additional 10% as penalty charge.
- iv. For every reduction of 1% in the uptime from the defined standard (i.e. 97%), there shall be a penalty of 1% of the AMC/ATS (i.e. Sr. No. 6 of commercial bid). If uptime goes below 92%, no AMC/ATS will be paid for that particular month.
- v. Penalty amount will not exceed 5% of the invoice value for the specified invoice period. Penalties for non-compliance of Service Level requirements during warranty period will be recovered from the first AMC Invoice.
- vi. The bank reserves the right to impose / waive any such penalty.
- vii. The purchaser may without prejudice to its right to affect recovery by any other method, deduct the amount of penalty 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 of penalty shall not in any way relieve the bidder from any of its obligations to complete the works / services or from any other obligations & liabilities under the contract.

SECTION 5

1. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date:

To,

Deputy General Manager - IT Department

IDBI Bank Limited

IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank
Ref : IDBI/Pcell/RFP/2017-18/005

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer of **Software solution for Goods and Services Tax (GST)** 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 10% (Ten percent) of the Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

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

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.

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

We enclose a demand draft of **Rs.5,00,000/-(Rupees Five Lakhs Only)** for the RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) 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 of2017.

Sign

Name of the signatory

Designation

Company Seal.

2. COMMERCIAL BID FORM (PRICE LIST)

- 2.1. The total cost for the purpose of commercial, will be based on the quotes received from the bidder.
- 2.2. The Bidder should provide the AMC cost for 2nd, 3rd, 4th and 5th year considering the AMC cost and should include in the commercial bid.
- 2.3. The Bidder should furnish the information / quotation as per following format :

COMMERCIAL BID

RFP Ref No. IDBI /PCELL/ RFP/2017-18/005

RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST)

Sr. No.	GST Solution for IDBI BANK			
	Description	Qty	Unit Cost (Rs.)	Total Cost (Rs.)
1	Corporate License of GST solution to be deployed at DC, DR & NDR (if any) with one year Warranty Support.	1		
2	Cost of GST Solution Installation, Implementation, DRG, Gap Study, Customization, Integration with "Transacting System", SIT, UAT and Go Live.	1		
3	Cost of Trainings (Functional & Technical – As per SOW)	1		
4	Post Implementation Support and Go Live, Onsite Support Charges for Techno-Functional resource for period of one year	1		
5	Cost of Customization effort for future customisations, post GO Live (as per Man-days applicable across the contract period and post implementation - for evaluation purpose as 30 days)	30 days		
6	AMC cost post successful completion of warranty Period of One Year	4 Years		
	Total (TCO)			

Note:

1. The cost quoted for Sr. No. 4 will be considered as part of TCO for evaluation. However, the Bank may / may not at its discretion, procure as per its requirement during the period of contract.
2. The value quoted in Sr. No.5 above for 30 days will be used for computing TCO. The per man-day rate arrived will be used for future customization requirement during the contract period.
3. Prices quoted should be exclusive of taxes i.e. **Sales tax/ VAT/ Service tax/GST, as applicable. Taxes will not be considered for TCO calculation.**

4. Octroi / Entry Tax / Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of "IDBI Bank Limited".
5. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
6. Applicable taxes would be deducted at source, if any, as per prevailing rates.
7. The Price quoted should be valid for the period of 5 year (60 months) from the date of award of the contract i.e. date of PO and shall be extendable up to 6 (Six) months with mutual consent.
8. Cost of GSP arrangement Per Month/Per Annum/Per Transaction charges may be quoted separately as it is optional and it is not to be included in the TCO. However, the Bank may / may not at its discretion, engage the said arrangement.

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

(signature)

Name of the signatory

Designation

Date :

Company Seal

Place:

3. PRICE SCHEDULE - FORMAT

(To be included as part of the Commercial Bid)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted are exclusive of taxes i.e. **Sales tax/ VAT/ Service tax, as applicable. Taxes will not be considered for TCO calculation.**
- 3) Octroi / Entry Tax / Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of "IDBI Bank Limited".
- 4) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 5) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 6) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 7) In case of discrepancy between figures and words, the amount in words shall prevail.
- 8) The unit / total price of the equipment's/solution/services should be rounded off to the nearest rupee, in the price break up sheet.
- 9) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 10) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Company Seal.

Date :

Place:

4. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

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

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

Dated this _____ day of _____ 2017

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses :

1)

(Name, Signature & Address)

2)

(Name, Signature & Address)

Note:

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

5. **FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

(To be submitted on the Company's Letter Head)

To,

Deputy General Manager - IT Department,

IDBI Bank Limited

IDBI Tower, WTC Complex,

Cuffe Parade, Mumbai – 400 005.

Ref: RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank

IDBI/Pcell/RFP/2017-18/005

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP/Bid Document floated by IDBI Bank Ltd. regarding procurement of Software solution for Goods and Services Tax (GST) for IDBI Bank. The period of contract is five (5) year from the date of award of the contract and shall be further extendable up to 6 (Six) months with mutual consent.

Sign

Name of the signatory

Designation

Company Seal.

6. SELF DECLARATIONS

(Undertaking to be submitted on Bidder Company's Letter Head)

To,

Deputy General Manager - IT Department,
IDBI Bank Limited
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank [IDBI/Pcell/RFP/2017-18/005]

We, [•] (name and designation) on behalf of [•] having its registered office at [•] have submitted a Bid proposal to IDBI Bank for [•] in response to the Request for Proposal (RFP) dated issued [•] by IDBI Bank.

We are duly authorized persons to submit this undertaking

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

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

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

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.

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.

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.

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.

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.

Dated this _____ day of _____ 2017.

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

7. UNDERTAKING FROM OEM/BIDDER

(To be submitted on OEM's letterhead)

To,
Deputy General Manager - IT Department,
IDBI Bank Limited
IDBI Tower, WTC Complex, Cuff Parade,
Mumbai – 400 005.

RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank [IDBI/Pcell/RFP/2017-18/005]

We _____ (**OEM Vendor**) of _____ Software solution for Goods and Services Tax (GST) hereby offer our quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our comprehensive 1 year (One) warranty and four years AMC/ATS Support as per terms and conditions of the tender and the contract for our application/System/solution/ services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipments/solution/services and their components as per terms and conditions of the tender for a period of five years i.e. up to _____ (Period).

Dated at _____ this _____ day of _____ 2017.

Signature : _____

Name : _____

Designation : _____

Company seal : _____

8. NON-DISCLOSURE AGREEMENT

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

WHEREAS, Bank called for the bids for engagement of Bidder for **Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank**. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

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

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

It is hereby agreed as under:

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

(i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

(ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

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

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

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

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

Authorised Signatory

Name :

Designation :

Office Seal :

Place :

Date :

Accepted –

Bank

9. CONTRACT FORM

(To be submitted by the Successful Bidder)

THIS AGREEMENT made at..... theday of 2017 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 Successful Bidder*) of (Please specify the registered office of the *Successful Bidder*) (Hereinafter called “the Vendor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

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

WHEREAS the Purchaser vide RFP No. _____ dated _____ (the RFP) invited bids for certain Services viz..... (*Brief Description of Services*) and has accepted a bid by the Vendor for rendering of the Services for the sum of (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”). Please refer Section-5 of RFP.

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

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Contract referred to.
- 2) The signed original copy of the RFP submitted by the contractor with the purchaser shall form an integral part of this Contract Form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit and declare that all the contractors’ representations, warranties and undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this Contract Form.
 - b. Each of the representations, warranties and undertakings of the Contractor contained in the RFP shall be deemed to have been made as of the date hereof.
- 3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
- 4) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the

Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and Delivered by the within named

Signature :

Name :

Date :

IN THE PRESENCE OF

<p>1. Signature</p> <p>Name :</p> <p>Address :</p>	<p>2. Signature</p> <p>Name :</p> <p>Address :</p>
--	--

Signed and Delivered by

the within named

M/s.

.....

Date :

IN THE PRESENCE OF :

<p>1. Signature</p> <p>Name :</p> <p>Address :</p>	<p>2. Signature</p> <p>Name :</p> <p>Address :</p>
--	--

10. ACCEPTANCE CERTIFICATE

(To be submitted by the Successful Bidder on installation of Software solution for Goods and Services Tax (GST))

No.

Date :

M/s.

.....

Sub: Certificate of Delivery/Installation of Software solution for Goods and Services Tax (GST) s

IDBI/Pcell/RFP/2017-18/005

This is to certify that the Systems/Solution as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No.3) in accordance with the Contract/Specifications. The same have been received at branch subject to verification.

1) The delivered equipments/solution/services have been installed and commissioned.

a) Contract No. _____ dated _____

Sr. No.	Description	Qty	Make & Model	Srl. No.	Delivery dt.	Installation dt.

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

Sr. No.	Description	Amount to be recovered

3) The Contractor has fulfilled his contractual obligations satisfactorily*

Or

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

- a)
- b)
- c)
- d)

- 4) The amount of recovery on account of non-render of Services/Solution/Systems is given under Para No._____.
- 5) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name : _____

Designation: _____

Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:

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

11. PERFORMANCE BANK GUARANTEE

(To be submitted by the Successful Bidder)

Bank Guarantee No.	
Bank Guarantee Amount	
Expiry Date	
Claim Amount	

GUARANTEE FOR PERFORMANCE OF CONTRACT

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

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 vide RFP No. ___ dated _____ called for the bids for engagement of Vendor for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST).

1. M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
2. **AND WHEREAS** pursuant to the Bid Document, the Contract form, annexure, , Forms and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank , more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed dated [●] and Non-Disclosure Agreement dated [●] and as such is bound by the same.

3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor , the Guarantor has agreed to guarantee the Bank, payment of the 10% of the Contract Price amounting to(in words) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - 5.4. any change in the constitution of Bank/Vendor; or
 - 5.5. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - 5.6. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of (In words) being the 10% 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 there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

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

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. _____,

its authorized official.

12. DEED OF INDEMNITY

(To be submitted by the Successful Bidder)
On Rs. 500/- Stamp Paper

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

IN FAVOUR OF

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

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

WHEREAS

1) The Obligor has

offered to Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank(“Services”)as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;

- a) Represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
- b) Represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
- c) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____ (the Contract) with the Obligor;

- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software solutions they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.

6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

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

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

Signed and Delivered on behalf of)
(_____)
by the hand of _____,)
_____, the authorized official)
of the Obligor)

13. LETTER FOR REFUND OF EMD

(To be submitted by all the bidders)

Date :

Deputy General Manager - IT Department,
 IDBI Bank Limited
 5th Floor, Mafatlal Centre,
 Nariman Point, Mumbai – 400 021.,

RFP Ref No. IDBI/Pcell/RFP/2017-18/005 dt. _____

We _____ (Company Name) had participated in the **RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST)** and are an unsuccessful bidder.

We _____ (Company Name) had participated in the **RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST)** and being a successful bidder, we have submitted all the legal Documents.

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

Sr. No.	DD No & date	Drawn on (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.	

Sign

Name of the signatory

Designation

Company Seal.

14. INFORMATION SECURITY CERTIFICATE

(This certificate is to be rendered on Letterhead of the bidder)

This is to certify that–

1. Hardware and the software being offered do not contain any kind of malicious code such as Viruses, Trojan, and Spyware that would:-
 - (a) Obstruct the desired and the designed function of hardware.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software developed and supplied.
3. 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 and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
4. 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

Date:

Place:

(Signature of Authorized Signatory)

Name and designation

Company Seal:

SECTION – 6

1. FUNCTIONAL SPECIFICATIONS

The technical specifications are given below and bidders have to provide compliance for the same.

Sr. No	Features and Description	Mandatory / Desired	RA	CU	UA	Remarks
1	The software should provide for collection of data available in the “Transacting System” generate invoice number and date as per date of transactions. It should provide for the State wise segregation of the Data as per address available in the system for B2C transactions and select address from GSTN for B2B transactions so as to enable filing of state wise filing of Return	Mandatory				
	The solution should be able to generate Bill of supply, Delivery challan, Way/E-way bills for the goods in transit may be on account of supply, Returns or inward supply by an unregistered dealer etc, Invoices for the identified Inter-Branch transactions and maintain records/ledgers of such transactions Registration wise, linking of reversals with original transaction/invoices.	Mandatory				
2	The collection of DATA for all commission/earnings on a day to day basis. Tax Determination / Computation into various components i.e. IGST/CGST/SGST/UGST should also be carried out in the proposed solution.	Mandatory				
3	The software should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches and integration with return of each state	Mandatory				
4	There should be format provided in the package for collecting the DATA of input tax	Mandatory				

	credit from the branches and the same should be interfaced with the Investment Tax Credit (ITC) return					
5	The Invoices for Input credit (ITC) should be saved in the server. The package should provide proper linkage for saving the Invoice for ITC in the server and the related entry passed in the package and return filed for taking ITC.	Mandatory				
6	Supplementary Invoice, Debit Note and Credit Note provision should be made in accordance with the Bank accounting and with the ACT/rules/Formats prescribed under GSTN Further.	Mandatory				
7	Provision of dash boards to monitor activities like MIS, reconciliation, compliance with respect to Statutory/ Government /GST guidelines, etc. should be made available	Mandatory				
8	The solution should collect data from Core system / other Source Systems / Applications and capture / automate master data and generate unique invoice number and date for each transaction.	Mandatory				
9	Solution should provide for state wise segregation of data based on the address of customer, components of GST and any other manner as required for uploading on GST network.	Mandatory				
10	The solution should have a provision to enter multiple rates for a GST registrations based on the state wise rate.	Mandatory				
11	The solution should be able to trace/locate data of all incomes on output side and expenditures on input side.	Mandatory				

12	Solution should provide for changes in rate of tax, address of customer, GST no etc post the transaction with proper audit trail.	Mandatory				
13	The solution must provide for separate reports in relation to transactions with related/distinct parties.	Mandatory				
14	The solution should have the ability to enter separate registration number for a single customer/vendor for each state.	Desired				
15	The solution should be able to import the data from bank's multiple internal systems or through source files/reports generated from those internal systems.	Mandatory				
16	The solution should be able to prepare returns as required to be uploaded on the GST network.	Mandatory				
17	The solution should be able to provide proper MIS reports with respect to reconciliation, invoicing, returns filed etc.	Mandatory				
18	Solution should integrate with SMS gateway for various automated alerts / communications at various stages.	Mandatory				
19	The solution should have an interface with GSTN/GSPs so as to file returns directly through the solution. Necessary arrangements with GSP as requested by IDBI Bank should be facilitated by the Bidder.	Mandatory				
20	Solution should have an end to end data processing capability i.e. capturing data from Source systems, processing the same and putting in the format of GST return.	Mandatory				
21	The solution should be able to keep such data in server and be able to retrieve the same for	Manda				

	audit / inspection purpose	tory				
22	Solution should provide the facility of downloading reports into multiple formats (excel, word, notepad etc.)	Mandatory				
23	Solution should make available the data to be generated GST no. wise, single Branch/Office wise, state wise and consolidated for the Bank as a whole.	Mandatory				
24	Solution should provide for validation of data punched/entered by the branches	Mandatory				
25	Solution should be able to make available the data uploaded on the GST network viewable and downloadable.	Mandatory				
26	The software should handle registration of 29 states and 7 union territories and CGST/SGST/IGST/UGST at present and further change in states / UT's.	Desired				
27	Bidders compliance certificate for ISO 27001: 2013.	Desired				

Scoring methodology for functional parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (3 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)

Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. (No Mark shall be allotted)
-----------------------------	----	---

Requirement weightage: All the features have been divided into “Mandatory” or “Desired”:

- **Mandatory:** All *Mandatory* items carry a weightage of 2 points
- **Desired:** All *desired* items carry a weightage of 1 point

Overall score in the technical scoring sheet is calculated as follows:

Total technical score = Σ (Parameter wise functional scorei * Requirement weightagei)

2. TECHNICAL SPECIFICATIONS

Technical scoring sheet: Technical scoring will be evaluated on following criteria as part of Technical evaluation

Sr. No	Type	Mandatory / Desired	RA	CU	UA	Remarks
A	Application architecture					
1	The System must be web based solution and should support latest versions of standard browser such as (but not limited to) Internet Explorer, Google Chrome, Mozilla, Opera etc. The bidder should clearly mention browsers and versions that are not supported by the solution.	Mandatory				
2	The System’s portal must support Hindi language on its user interface for web and mobile users, along with help content / tutorials for guiding customers on functions / searches.	Desired				
3	The System should be able to track, monitor and report unsuccessful attempts at log-in and provide these details to the admin.	Desired				
4	The System should also have the capability to generate alerts (e-mails/SMS/ App notifications) to users, as per pre-defined rules from front-end – standard template and bank's logo need to be incorporated in such messages	Desired				

5	The System must support user concurrency of at least 15% of the total registered users.	Mandatory				
6	The bidder must create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core / data dumps	Mandatory				
7	The System must have the graphical dashboard	Desired				
8	System should support all standard OS and databases (like Oracle, MySQL, MS-SQL etc.)	Mandatory				
9	Change in parameters and conditions should be supported through front-end (no back-end dependency)	Mandatory				
10	Supports addition of new fields to the existing data tables and creation of new data tables as per requirements	Mandatory				
11	All the patches/fixes, version upgrades of all the software components released by the OEM during the contract period should be provided. The Vendor should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period	Mandatory				
B	Security					
1	The bidder should also support the requisite certifications, integration, maintenance, compliance, etc. and day to day operations on 24* 7* 365 basis.	Mandatory				
2	The bidder should host the solution at Bank's premise / advised premise in High Availability mode, along with DR and a minimum uptime time of 97%. Any planned downtime for maintenance/upgrade should be communicated 15 days in advance.	Mandatory				
3	The bidder should provide support to implement a separate Test/ Development/ UAT environment.	Mandatory				

4	The bidder must provide pre and post-implementation support for the contract period.	Mandatory				
5	The System should support encryption and digital signature feature.	Desired				
6	The System should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.	Mandatory				
7	The System should check/record/verify authentication of source of each transaction such as user IDs, IP address, machine address etc., which is required for audit purpose.	Mandatory				
8	The bidder should comply with the Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas include (but not limited to): - Responsibilities for data and application privacy and confidentiality - Responsibilities on system and software access control and administration - Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the bidder - Physical Security of the facilities, wherever required to be provided by the bidder - Physical and logical separation from other customers of the bidder, wherever required to be provided by the bidder - Incident response and reporting procedures - Password Policy of the Bank - Data Encryption/Protection requirement of the Bank	Mandatory				
9	The bidder must provide application and database backup as per the requirement of the Bank.	Mandatory				
10	Supports secure login; passwords for all users should be stored in encrypted format in database - minimum encryption strength of 128 bit for end-to-end transactions	Mandatory				
11	System should support for HTTP/SSL for secured data transfer	Mandatory				
12	Security safeguards should also be implemented to protect the information from unauthorized modification or destruction	Mandatory				

13	System security is password controlled (for operating system, database, and application) which complies with the Bank's security policy (e.g. minimum password length, no. of attempts for logout, recycle of passwords etc.)	Mandatory				
14	Session expires after a pre-defined length of time (auto log-off) and sensitive information that is passed in the cookies is encrypted. The session identifier shall be random and unique	Mandatory				
15	Procedure for external backing up of data & software (data backup and archiving)	Mandatory				
C	Database requirements and data integrity					
1	The System must have the capability of batch/file uploads of the data from external data source (e.g. EDW).	Mandatory				
2	The System should be able to support Disaster Recovery by replicating the data at remote locations.	Mandatory				
3	Ability to implement SAN's for data storage in the architecture	Desired				
4	Supports real time / online data replication from production site to DR site and permit manual & automatic shift of the application to DR site	Mandatory				
D	Integration and interfacing with other applications					
1	The System should be able to access services through multiple channels including but not limited to SFTP, REST and XML APIs, SQL and web-services.	Mandatory				
2	The System must support open APIs so that the Bank's different applications can be integrated with the System. The bidder should provide API's to the bank that are compatible with its applications.	Mandatory				
3	The bidder must troubleshoot any problems occurring in the system during contract period. First-point-of-contact for all service issues (Web, Email and Telephone support) should be	Mandatory				

	readily available to the bank. If the issue is not resolved in one working day, then on-site support should be provided and issue should be resolved within two working days. Escalation matrix has to be provided for escalation of issues which are not resolved within the stipulated time.					
4	The bidder should provide on-site comprehensive warranty for the software solution & produce documentary evidence from software OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.	Mandatory				
5	The bidder has to ensure seamless migration of the bank's data in the application and solution after expiry of contract period, if Bank selects another bidder after the contract period or during the contract period due to any reason.	Mandatory				
6	The System must be capable of supporting LDAP and system can be integrated with Windows Active Directory to achieve Single Sign On (SSO).	Mandatory				
7	The System should be capable of importing the organization and reporting structure from the legacy HRMS system	Desired				
8	Architecture should support online real time updates between the application & database; data integrity maintained between the application & database at all times	Mandatory				
9	System should support traditional integration a) bulk upload of flat files (e.g. annual targets, new user creation) b) API based integration c) message based integration	Mandatory				
E	Reporting					
1	The solution should have ability to generate various MIS reports as per regulators / statutory requirements. The bidder must arrange for necessary customizations wherever required during the contract period at no additional cost. (e.g. date range, user activity, status for which data has to be extracted)	Mandatory				

2	The System should have the capability to view / export / print files and reports in standard formats such as csv, xls, XML, pdf etc. with requisite security measures.	Mandatory				
3	Customization / Personalization of various screens and transactions – Design, Content, Colour, Language, Logos, etc.	Mandatory				
F	Load and Performance					
1	The System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. Bank’s staff/ third Party bidder designated by the Bank will carry out the functional testing. This staff / third party bidder trained by the bidder for this purpose. bidder should carry out other testing like resiliency / benchmarking / load etc. bidder should submit result log for all testing to the Bank.	Mandatory				
2	The AMC/ATS support for System should include the following: - All minor and major version upgrades during the period of contract at no extra cost. - Program updates, patches, fixes and critical security alerts as required. - Documentation updates. - 24*7 support for System related malfunctions as defined in SLAs and ability to log requests online	Mandatory				
3	The Application architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)	Mandatory				
4	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)	Mandatory				
5	The System should support database level clustering with active-active / active-passive failover.	Mandatory				

6	The System should be capable of providing zero downtime during installation of software patches, upgrades and updates.	Mandatory				
7	Interface should support exception handling (e.g. generation of log files, retries) when data transmission is unsuccessful	Mandatory				
8	Solution provides the license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international.	Mandatory				

Scoring methodology for technical parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (3 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)
Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. (No Mark shall be allotted)

Requirement weightage: All the features have been divided into “Mandatory” or “Desired”:

- **Mandatory:** All *Mandatory* items carry a weightage of 2 points
- **Desired:** All *desired* items carry a weightage of 1 point

Overall score in the technical scoring sheet is calculated as follows:

Total technical score = Σ (Parameter wise technical score_i * Requirement weightage_i)

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet.

ANNEXURE I - BIDDER'S PROFILE

The Bidders should provide their details in the format given below:

Reference No :IDBI /PCell / RFP/2017-18/005

Sr. No.	Details	
1.	Name & Address of the Bidder	
2.	Type of organization & year of incorporation / Registration (attach certificate of registration / incorporation)	
3.	PAN No. (Attach copy)	
4.	Sales Tax / VAT / Service tax registration no. (attach certificate)	
5.	Registered Office Address of the Bidder	
6.	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP, if different from para 6.	
8.	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	

Signature:

Name of the Authorized Person: *(Authorized for this RFP)*

Designation:

Company Seal:

ANNEXURE II – ELIGIBILITY CRITERIA
Reference No :IDBI /PCell / RFP/2017-18/005

Sr.	Eligibility Criteria	Supporting documents	Compliance (Y/ N)
A	General		
1	Bidder must have been in IT / ITeS / Software business for a minimum period of 3 years (as on date of RFP release).	Certificate of Incorporation and other Documentary evidence to be attached.	Yes/No
2	Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company registered in India under Companies Act 1956 / 2013, serving BFSI sector at least for the last 5 years and having service / support centre at Mumbai. (In case of mergers/acquisitions/ restructuring or name change, the date of establishment of earlier/Original firm would be taken into consideration.)	Documentary Proof to be attached (Certificate of Incorporation)	Yes/No
	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) during the last three years	Self-Certification to be submitted	Yes/No
	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Self-Certification to be submitted	Yes/No
	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Self-Certification to be submitted	Yes/No
B	Financial		
	The Bidder should be the owner of the Software solution and should have minimum annual turnover of Rs. 10 Crores or above (from Indian Operations only) in each year during the last three completed financial years –2014-15, 2015-16 and 2016-17* from IT services and solutions (Not inclusive of the turnover of associate companies)	Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17* Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2016-17 Financial Statements	Yes/No

Sr.	Eligibility Criteria	Supporting documents	Compliance (Y/ N)
		of any bidder is unaudited then Bank would consider the Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2016-17 Statements are not audited	
	The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2014-15, 2015-16 and 2016-17*	<p>Audited Financial statements for the financial years 2014-15, 2015-16 and 2016-17*</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2016-17 Financial Statements of any bidder is unaudited then Bank would consider the Financial Statements of 2016-17 along with an undertaking letter from the bidder that the 2016-17 Statements are not audited</p>	Yes/No
C	TECHNICAL		
	The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the tender.	Relevant documents to be submitted	Yes/No
D	EXPERIENCE & SUPPORT INFRASTRUCTURE		
	The bidder should provide evidence (the list of clients) in support for implementation of tax related solution/software or any other regulatory software for Banking / BFSI Sector (atleast 2 organizations in India, out of which one organization should be a Commercial Bank) during the last two years up-to 31.03.2017	Relevant PO / client confirmation mail or letter regarding successfully implementation of tax related solution/software or any other regulatory software or under implementation of GST Solution in any Bank in India	Yes/No

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

ANNEXURE III - FORMAT OF PRE – BID QUERIES

To be submitted in excel file format only

To be sent to the email: procurementcell@idbiintech.com

Subject line of email: “RFP for Supply, Installation, Customization, Integration, Implementation and Maintenance of Software Solution for Goods and Services Tax (GST) in IDBI Bank - Pre-bid queries- “(bidder name)”

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				

Name of the Authorized Person:

Designation:

ANNEXURE IV -RESPONSE TO RFP- LIST OF DOCUMENTS

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

Reference No :IDBI /PCell / RFP/2017-18/005

S.N.	Documents to be submitted	Submitted (Yes / No)
1	2 DD s (EMD & BID document fee)	Yes / No
2	Technical Bid form (Section 5)	Yes / No
3	Bidder's profile (as per Annexure I) along with supporting	Yes / No
4	Unconditional Acceptance of Terms and Conditions of RFP (Section 5)	Yes / No
5	Self-Declaration	Yes/No
6	Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.	Yes / No
7	Manufacturer's Authorization Letter from the OEM	Yes / No
8	Compliance of Technical specifications SECTION-6	Yes / No
9	Signed copy of the RFP	Yes / No
10	Authorization for signing of RFP Document (current dated Certified true copy of Board Resolution).	Yes / No
11	EMD refund request	Yes / No
12	Escalation matrix for delivery setup and support .	Yes / No
13	Profile of experienced resources w.r.t. GST / Tax related solution	Yes / No
14	Information Security Certificate	Yes/No
15	Bidders compliance certificate for ISO 27001: 2013 (Desired)	Yes/No

----End of Document-----