

Request for Proposal (RFP)
For
Renewal of Microsoft Cloud Based Office
Productivity Tools

(REF No: IDBI-Bank/ITD/PPG/RFP/26-27/08:
May 19, 2026)

Dy. General Manager
Procurement Group, Information Technology
Department, IDBI Bank Limited,
Unit No. 2, Corporate Park, Chembur
Mumbai-400071.
Tel. No. 022 – 69310335



DISCLAIMERS

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

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 Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank.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

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

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

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

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

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

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website www.idbi.bank.in (Notices and Tenders) for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website and e-Tendering Portal <https://eauction.auctiontiger.net/EPROC/>

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SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	RFP Reference	IDBI-Bank/ITD /PPG/RFP/26-27 /06
2.	Date of commencement of Bidding process (Issue of RFP)	May 19, 2026
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	May 26, 2026 up to 16:00 hours Queries to be submitted as per Annexure - 11
4.	Online Pre-Bid Meeting Date & Time.	May 29, 2026 up to 16:00 hours Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate. Company Name: OEM: Representative Name: Designation: Email ID: Contact: Note: The link will be shared to registered bidders through mail.
5.	Last Date & Time for Bid submission.	June 12, 2026 up to 16:00 hours The bid documents have to be submitted through electronic mode through the e-Tendering Portal https://eauction.auctiontiger.net/EPROC// Please refer the instructions to the bidders for online mode (Annexure-19 or 20).
6.	Date and Time for opening of Bid	June 12, 2026 up to 17:00 hours The bid documents have to be opened through electronic mode through the e-Tendering Portal https://eauction.auctiontiger.net/EPROC//
7.	Place of opening of Bids / Pre – bid meeting / Communication	To, Dy. General Manager

		Procurement Group, Information Technology Department IDBI Bank Limited, Unit 2, Corporate Park Chembur, Mumbai-400071. Email: dgm.itvmg@idbi.co.in
8.	Bid Fee	Non Refundable fee of Rs.25,000/- + GST (Currently 18% GST)
9.	Earnest Money Deposit	Rs. 30,00,000/- (Rupees Thirty Lakh Only). To be deposited separately.
10.	Submission of Bid Fee and EMD	Bid Fee & EMD must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank LTD, the name account is “ITD Account for Tenders” and the A/c No. – 18337000010848, IFSC Code – IBKL0000183 at its branch situated at Belapur, Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee and EMD will not be considered. Note: Bid fee and EMD amount to be deposited separately
11.	Performance Bank Guarantee (PBG)	Successful tenderer/s will have to give Security Deposit of 3% of the annual contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity of 48 months (36 months contract period + 12 months claim period) from the date of issue of PBG and directly forwarded to the Bank. The PBG will have to be renewed / resubmitted with fresh validity of 36 months (24 months extended contract period and claim period of 12 months) in case of extension of the contract. The value of PBG will be 3% of annual contract value. Previous PBG will be returned only when the renewed PBG is received by the Bank.

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has 149 pages.
3. Proof of Concept (PoC), Demo, Presentation, Commercial / Online Reverse Auction (ORA) date will be informed to shortlisted bidder.
4. No queries will be entertained after the date and time mentioned in this schedule.
5. Micro and Small Enterprises (MSE)– Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI

from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines listed there as well as those issued by GOI from time to time shall be eligible. Exemption from payment of EMD & Cost of bid document will be provided to Micro and Small category organization only on submission of proof of registration (A copy of NSIC / MSE Registration Certificate/Udyam Registration).

ELIGIBILITY CRITERIA

All eligibility requirements given below must be complied by the Bidders and relevant supporting documents must be submitted for the fulfilment of eligibility criteria failing which the Bids may be summarily rejected.

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
1.	Bidder should be an Indian Company/ LLP/ Partnership firm registered under applicable act in India. It should have been in operation for at least five years as on date of RFP.	<ul style="list-style-type: none"> Copy of the Certificate of Incorporation along with copy of memorandum and articles of association/copy of Partnership Deed along with Registration certificate. The bidder to also submit Annexure- 10, copy of PAN Card, GSTIN Certificate. 	Yes/No
2.	Bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years from the date of RFP.	As per Annexure- 7	Yes / No
3.	<p><u>Micro and Small Enterprises (MSE):</u> Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that Traders are not eligible for this Scheme. MSEs will have to meet all other eligibility criteria laid down in this RFP.</p>	Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid and active SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration.	Yes/No

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
4.	The Bidder must be Microsoft Partner authorized for Enterprise Agreement (EA), as on date of bid submission	Authorization letter from Microsoft for EA	Yes/ No

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates must 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 must be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

SECTION 1

1. OVERVIEW

1.1. IDBI Bank Ltd (“**IDBI Bank**” / “**the Bank**”) is a Company incorporated and registered under Companies Act, 1956 (1 of 1956) and a Company within meaning of section 2 (20) of Companies Act 2013 (18 of 2013) and Banking Company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

A (SCOPE AND REQUIREMENT)

1. OBJECTIVE

In order to fulfil the requirement of Renewal of Microsoft Cloud Based Office Productivity Tools for the Bank. IDBI Bank Ltd.(hereinafter referred to as “**IDBI Bank**” / “**the Bank**”) (a company incorporated and registered under Companies Act, 1956 and a company within meaning of Section 2(20) of Companies Act, 2013 and a Banking Company under Section 5(c) of Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 having registered office at, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005). The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

The Bank invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as “Bidder”) who are capable and willing to meet the requirements as stated in the RFP for Renewal of Microsoft Cloud Based Office Productivity Tools as required by of the BANK within the stated timeline and quality in an efficient manner, as Stated in the RFP document.

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

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

Any communication related to the RFP should be submitted to the office of:

Dy. General Manager

Procurement Group, Information Technology Department

IDBI Bank Limited,

Unit No. 2, Corporate Park

Chembur, Mumbai-400071

Tel. No. 022 – 69310335

Email: dgm.itvmg@idbi.co.in

- Please note that all the information required needs to be provided, incorrect information can lead to non-consideration of the Bid and /or disqualification.

- All Bids must be accompanied by all the documents as specified in the Bid document
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated on IDBI Bank's website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- Bidders are advised to submit their bids well within the stipulated timeline. It is further advise that bidders should submit the bid well within the time instead of the last date to avoid complications Bid submitted beyond the stipulated date and time will not be considered. In view of this context, IDBI Bank will not be responsible for such eventualities.
- All the documents to be submitted duly digitally signed by competent authority as per Bank's prescribed format only.
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website <https://www.idbi.bank.in> (**Quick Links-> Notices & Tenders**) and e-Tendering Portal <https://eauction.auctiontiger.net/EPROC//>

2. CONTRACT PERIOD

1. The term of the Contract envisaged under this RFP is 5 (3+2) years.
2. The Bank may decide to enter into the contract initially for 3 years, and at its discretion, may extend the contract for a further period of 2 years.
3. The period shall be reckoned from the date of acceptance of the LOI / First Purchase Order (PO) / Contract date whichever is earlier.

3. SCOPE OF WORK

- a. The Bank proposes to renew Microsoft Cloud Based Office Productivity Tool (M365) with latest Security features, technologies and other facilities, accessible over the Bank's Network and Internet.
- b. Different profiles of users and required capabilities are provided below:

Sr. No.	Profiles	User Count (Indicative)
1.	Profile-1 (Office 365 E1 + Intune + AADP1 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	310
2.	Profile-2 (M365 F3 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	21000
3.	Profile-3 (Exchange Online Kiosk + Exchange Online Archival + Microsoft Defender for Office Plan 1)	3000
4.	Profile- 4 (Office 365 E3 + AADP2 + Intune + Microsoft Defender for Office Plan 1)	10

- c. The Bank reserves the right to procure additional licenses on same rates discovered through this RFP and surrender licenses based on increase or decrease in number of users. Payment will be made on pro-rata basis, based on actual number of licenses procured across different profiles during the contract period.
- d. Support should be provided for Bring Your Own Key (BYOK), if the Bank desires to implement, at no extra cost.
- e. Any additional service/ feature introduced by Microsoft in the products /tools / services procured under this RFP, during the contract period should be made available to the Bank without any additional cost.
- f. Any regulatory/ statutory requirement will be implemented by successful bidder without any additional cost to the Bank, during contract period.
- g. **Onsite Support Resource:**
- Successful bidder shall depute dedicated onsite resource at Bank's premise at CBD Belapur and Cuffe Parade, Colaba to support M365 operations and maintenance. The onsite resource should provide support between 10:00am to 07:00pm on all weekdays for a period of 5 years for all users. In case of exigencies, even during off business hours, bank holidays, drills etc., the resources may be required to be present onsite.
 - The Vendor support resource deputed to the Bank is liable to be interviewed by the Bank's Technical Team for ascertaining his/ her suitability and only upon clearance from the Bank's Technical Team, he/ she will be permitted to work.
 - The onsite resource shall be responsible for configuration, operation, support, maintenance and troubleshooting of M365 services including but not limited to creation/ disable/ modification of user, mail configuration, group creation and modification, enable/ disable various permissions etc. The onsite resource shall address the issues related to all facilities and services as part of this solution. Also, the resource will be responsible for following up of any pending issues with bidder as well as CSP.
 - The onsite resource shall be responsible for managing day-to -day operations of M365 within the organization. This may include adding new users, creating groups, setting permissions, troubleshooting issues etc., deployment of new features or functionality after testing, overall managing, monitoring & reporting of all services/components included in the Project.
 - Onsite resource shall deploy and maintain mobility services available as part of proposed solution as required by the Bank. Onsite resource shall coordinate with Bank's IT Security team / vendor for implementation of License for AD.
 - Onsite resource shall ensure to provide daily, weekly, monthly reports on active users on different profiles, activity reports, system health, performance reports and any other report as specified by the Bank regularly and as and when required.
 - The successful bidder shall provide KYC documents of onsite resources deployed at the Bank. Bank reserves the right to interview resources proposed by the bidder before deployment.
 - Onsite resources deployed at the Bank shall be dedicated and cannot be shared for any

other purpose. Any kind of absence should be with prior intimation to the Bank and bidder shall ensure to provide proper replacement during absence period.

- In case of non-satisfactory services, the successful bidder shall ensure to replace the resource within a period of 3 weeks, as per discretion of the Bank.
- In case of non-satisfactory services, the successful bidder shall ensure to replace the resource within a period of 3 weeks, as per discretion of the Bank.
- Numbers provided for resources are indicative and these can be changed as per the Bank's requirement at a later date:

Requirement	Resource Type
	L1
Onsite resource for support and maintenance of the solution for a period of 5 Years	5

- The number of resources mentioned above should be available from 10:00am to 07:00pm. List of resources should be shared with the Bank.
- The successful bidder shall provide a SPOC as project manager for 5 years.

h. **Resource Qualifications:**

- Graduate B.E./B. Tech/MCA/BCA/B.Sc.-IT/BSC-Computers with minimum 1 year of Experience or Other Graduates with minimum 1.5 years of Experience in email platform, Active Directory, MS Team, SharePoint, MS Power Platform and other M365 workloads.
- An OEM certification/Authorized training partner certification in the area of Primary skill set is mandatory.
- Any later substitution, replacement of resources is to be done in compliance to these minimum requisites. These are the minimum qualification and experience stipulated by the Bank.

i. **Delivery Timelines:**

- The licenses should be delivered within 2 weeks of issuance of purchase order.
- The onsite resources should be deployed within 4 weeks from the date of issuance of purchase order.

4. PAYMENT TERMS

- No advance payment will be provided on awarding the contract.
- For the first year, 100% payment towards annual license cost will be released on delivery.
- For the remaining years, 100% annual license cost will be released in advance, every year.
- The payment towards the onsite resources shall be made quarterly in arrears.

- e. The payment processing is done centrally at Mumbai. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order (PO). The payment will be released within 30 days from respective month end upon submission of all required documents
- f. Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.
- g. Bidder has to submit the performance security (in the manner and form as provided in the RFP) for 3% of annual contract value upfront at the time of signing of the contract.
- h. In case of downward revision in value mentioned in the invoice due to deduction of penalty / liquidated charges, for deficiency of service, or non-compliance of conditions, the vendor shall issue a credit note for such reduced value. If credit note is not provided, GST on penalty amount shall be appropriated from the net settlement being made to the vendors.
- i. For early settlement of payments, successful vendor may preferably open a savings / current account with IDBI Bank.
- j. IDBI Bank reserves the rights to dispute / deduct payment / withhold payments / from dues payable 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.
- k. 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.

5. PENALTIES

a. Penalty for delay in Delivery

- If the bidder fails to deliver any or all of the licenses within the time mentioned in the scope of work, purchaser shall levy as penalty a sum equivalent to 0.5% of the value of delayed license per week thereof subject to maximum of 5% of PO value.
- In case of undue delay beyond a period of 15 (fifteen) days beyond the stipulated timelines unless otherwise waived by the Purchaser, Purchaser in its discretion reserves the right to cancel the order unconditionally and may consider termination of the Contract.
- The overall penalty, due to breach in delivery timelines, is capped at 5% of the contract value.
- The Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

b. Penalty Due to downtime:

- SLA for Uptime of the solution/ service: As per the current standard Service Level Agreement for Microsoft Online Services, the SLA must be financially backed with 99.9% uptime. The Service uptime agreement for the proposed solution should have uptime commitments and have transparent credit calculations in case of uptime not being met for any service(s).
- The successful bidder will adhere to the following Service Level Agreements

(SLA)related to support for solution implemented/services provided:

#	SLA for uptime of the solution	Penalty
1	>=99.90%	NIL
2	<99.9% to >=99%	25% Service Credit
3	<99% to >=95%	50% Service Credit
4	<95%	100% Service Credit

The uptime will be calculated as per the formula given below:

Uptime (%) = (Sum of total Minutes during month – Sum of downtime Minutes during month) X 100 / Sum of total Minutes during month

Total Minutes in a month will be taken as: 24hrs* no. of days in respective month

Downtime Minutes include both planned as well as unplanned downtime.

c. Penalty due to Absence of Onsite Resource

- In case where the number of resources are not available per day as per the resources quoted by bidder for onsite technical support (if availed), in addition to non-payment for the day/s of absence, penalty for L1 resource Rs.1,500/- per day per resource with the maximum penalty of 10% of total monthly payout for onsite support cost quoted by bidder would be levied.
 - If the resource is not available for more than 8 working days in a month, no amount shall be paid against that resource for respective month.
 - If the resource is not available throughout the month, in addition to non-payment for that resource for respective month penalty shall also be applicable upto maximum extent.
 - The payment will be made after deduction of penalty payable amount. It will be the responsibility of successful bidder to provide credit note for calculated penalty amount.
- d. Each type of penalties specified herein can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. all types of penalties can be levied upto their maximum limit simultaneously.
- e. The overall penalty, due to breach in SLA, is capped at 10% of the annual contract value.
- f. IDBI Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

B (OPENING AND EVALUATION OF RFP BID)

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

1. PRELIMINARY CHECK

- 1.1.** The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder.
- 1.2.** Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- 1.3.** **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 and such correction shall be considered for further evaluation. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- 1.4.** A Bid determined as substantially not responsive will be rejected by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.5.** Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 1.6.** Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
- 1.7.** Bank reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.
- 1.8.** During evaluation and comparison of bids, the Bank shall, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- 1.9.** Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
- 1.10.** Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid

2. BID EVALUATION CRITERIA (BEC)

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

2.2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary or partial to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.

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

2.4. The Bid will be evaluated in two stages. In the first stage Technical Evaluation of the Bidders will be done and in the second stage, ORA would be conducted for the technically qualified bidders.

2.5. The bidders would be shortlisted after the evaluation of technical bids. Only the shortlisted bidders will be permitted to participate in the Online Reverse Auction (ORA)..

2.6. The Successful Bidder (“L1 Vendor”) will be the bidder quoting lowest price in ORA.

2.7. Bank reserves the right to modify / amend/ cancel the evaluation process at any time and at any stage during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change and the same is binding on all the Bidders connected directly and other connected indirectly. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

3. TECHNICAL BID EVALUATION

3.1. The Technical Bid must necessarily contain all Technical details and other terms and condition of the RFP. Bidder’s proposal must conform to the contents and format of the technical bid listed out Annexure-1. Bids not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the bid.

3.2. The Technical Bid 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 & functional information, Eligibility criteria documents and General documents.

3.3. The Bidder must highlight the noteworthy/superior features of their solution. The Bidder must demonstrate/substantiate all or a few of the claims made in the Technical Bid to the

satisfaction of the IDBI Bank, the capability of the solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder must use their own tools/utilities/simulators to demonstrate the features laid in the RFP.

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

4. COMMERCIAL EVALUATION

4.1. Indicative commercial bids of those bidders would be opened who qualifies technical eligibility criteria, after which successful bidder would be identified based on ORA.

4.2. The evaluation of the Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Commercial Bid. The Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.

4.3. L1 Bidder will be selected through ORA. Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

5. ONLINE REVERSE AUCTION (ORA)

5.1. In this phase, the technically qualified bidders with valid commercial Bid will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

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

5.3. The ORA base-price will be decided on the basis of market study or indicative commercial submitted or as decided by the Bank.

5.4. After ORA, if there is a large variance from lowest indicative commercial quote or Bank's estimated price, Bank reserves the right to call the successful bidder for a price negotiation.

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

5.6. On conclusion of ORA, the Bidder shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 (three) days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's and may take punitive action against bidder.

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

- 6.1. 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.

7. ACCEPTANCE OF BID

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

8. SIGNING OF CONTRACT

- 8.1. 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.
- 8.2. 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 specified in the RFP / Bid Document.
- 8.3. The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.
- 8.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**
- 8.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- 8.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

C (PREPARATION & SUBMISSION OF RFP BID)

1. LANGUAGE OF RFP

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

2. COST OF BIDDING

- 2.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**.
- 2.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 2.3. In case, the RFP/Bid Document is downloaded from IDBI Bank's website www.idbi.bank.in, the cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 2.4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3. EARNEST MONEY DEPOSIT (EMD)

- 3.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.
- 3.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 3.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- 3.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.
- 3.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.
- 3.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- 3.7. No interest is payable on the amount of EMD.
- 3.8. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.
- 3.9. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit as mentioned in the **Schedule of Events**.

3.10. All the bidders are required to submit the EMD refund request in the format as per **Annexure- 8** given in the RFP.

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

4. PERFORMANCE BANK GUARANTEE (PBG)

4.1. In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit of**3%** of the annual contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity of 48 months (36 months contract period + 12 months claim period) from the date of issue of PBG and directly forwarded to the Bank.

4.2. The PBG will have to be renewed / resubmitted with fresh validity of 36 months (includes 24 months Contract Period + 12 months claim period) at the end of 3 year of contract period and / or in case of extension of the contract. The value of PBG will be the 3% of annual cost of contract.

4.3. Previous PBG will be returned only when the renewed PBG is received by the Bank

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

4.5. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format at **Annexure 14**.

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

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

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

4.9. 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

4.10. thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP document.

5. DOCUMENTS CONSTITUTING THE RFP

5.1. This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders (**Section - 1**), Terms & Conditions of Contract (**Section - 2**), Legal Terms (**Section -3**) and various annexure (**Section - 4**). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

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

6. CLARIFICATION IN BID DOCUMENT

6.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at **Annexure 11**. Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or / and through an email.

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

7. GENERAL INSTRUCTIONS

7.1. 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.

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

7.3. 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.

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

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

7.6. The bid response, duly addressed to Deputy General Manager, Procurement Group, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified in the Schedule of Events and must be through electronic mode through the e-Tendering Portal as mentioned in the schedule of Events on or before due date.

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

7.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

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

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

7.11. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

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

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

7.14. The Bidder to ensure to close the VA & PT, Appsec and audit observations shared by the Bank in UAT/Pre-Prod/ Production and DR environment within the stipulated timeline as prescribed by the Bank.

7.15. 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.

7.16. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

7.17. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

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

7.19. 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.

7.20. The Bid Documents may be downloaded from our website www.idbi.bank.in (**Notices and Tenders**).

7.21. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal.

7.22. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal.

8. BID FORM:

8.1. Bidder Qualification

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

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

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

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

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

9. DEADLINE FOR SUBMISSION OF RFP BIDS

9.1. Bids must be submitted electronically via e-procurement portal, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

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

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

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

10. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

11. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:

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

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

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

SECTION 2- LEGAL PROVISIONS

1. DEFINITIONS:

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

1.1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for Renewal of Microsoft Cloud Based Office Productivity Tool and solution for IDBI Bank as inclusively stated under Service Level Expectations, Requirement of Services and Scope of work.

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

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

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

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

1.6. "Service Period" means the period of five year (3+2) commencing from the commissioning of the Product / Service /solution.

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

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

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

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

1.11. " Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

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

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

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

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

1.16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

1.17. "Person" includes an individual, a Hindu undivided family, a company, a firm, an association of persons or a body of individuals (whether incorporated or not), the State and every artificial juristic person, not falling within any of the preceding cases.

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.

2. INTERPRETATION:

In this Contract unless a contrary intention is evident:

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

3. CONDITIONS PRECEDENT

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

- 3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure 14**.
- 3.2. Execution of a Deed of Indemnity as per format given in **Annexure 16**.
- 3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

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

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

4. STANDARD PERFORMANCE:

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

5.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure 15**

6. INDEMNITY

6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Annexure 16**, 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 and breach of confidentiality obligations.

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

7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

7.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and Softwares 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. INSPECTION & QUALITY CONTROL TESTS/CHECK

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

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

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

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

9. INCIDENTAL SERVICES:

9.1. 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;
- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the "Contract Period", provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

10. CHANGE ORDERS / ALTERATION / VARIATIONS

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

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

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

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

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

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

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

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

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

11. CONTRACT AMENDMENT

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

12. LIQUIDATED DAMAGES

12.1. If the Successful Bidder fails to meet the requirements under Service Level Expectation like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of

any or all of the Systems and Software/Solution' mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 5% (five percent) of the P.O. value.

12.2. If the Bidder consistently fails to meet the requirements under Service Level Expectation (SLE) 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.

12.3. 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.

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

13. DEFICIENCY IN THE BIDDER'S PERFORMANCE

13.1. Delivery, Installation & Maintenance of the Software/Solution' shall be made by the Successful Bidder strictly in accordance with the scope of work prescribed by the Bank. Time is of the essence of Contract.

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

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

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

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

14. DISPUTE RESOLUTION

14.1. 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.

14.2. 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. The matter will be referred to Sole Arbitrator mutually appointed by the Parties. 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.

14.3. 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.

14.4. The provision under this section survives the contract.

15. ADDRESS FOR NOTICE

15.1. 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 Unit 2, Corporate Park, Chembur Mumbai –400071, Maharashtra
	Attn: Shri. -----, DGM-ITD Tel: +91-22-----, Email: -----
In the case of the Bidder	<..... company name & Address >
	Attn: Shri _____ Tel: +91- _____ Fax: +91- _____ Email: _____

15.2. 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.

16. TAXES & DUTIES

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

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

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

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

16.5. 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.

16.6. 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.

16.7. 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.

16.8. 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.

17. SUCCESSFUL BIDDER INTEGRITY

17.1. 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.

18. SUCCESSFUL BIDDER OBLIGATION

18.1. 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.

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

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

19. SURVIVAL

19.1. 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.

19.2. 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.

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

20.1. 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.

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

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

21. THE TRI-PARTITE AGREEMENT

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

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

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

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

22.3. 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.

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

23. STATUTORY REQUIREMENTS

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

24. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

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

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

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

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

25. CONTRACT PRICE

25.1. 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.

25.2. The contract price will be valid for a period of 5 years (3+2) from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank with mutual consent may extend the contract period.

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

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

26. INFORMATION SECURITY

26.1. 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.

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

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

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

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

26.6. 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.

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

26.8. 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.

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

26.10. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure 9**.

27. OWNERSHIP AND RETENTION OF DOCUMENTS

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

27.2. 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.

28. DATA AND HARDWARE

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

29. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

29.13. That all conditions precedent under the Contract has been complied.

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

29.15. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

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

29.17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

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

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:

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

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

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

30.1.4. to treat Confidential Information as confidential for the tenure of the Contract and for a further period of 2 years from the expiry of Contract. 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:

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

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

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

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

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

30.3. The recipient shall have the burden of proving that Clauses (32.2.1.) or (32.2.2.) 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, 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. TERM AND EXTENSION OF THE CONTRACT

31.1. The term of the Contract shall be for a period of **five years (3+2)** from the date of acceptance of the LOI / First Purchase Order (PO) / Contract date whichever is earlier.

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

32. CONFLICT OF INTEREST

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

32.1.1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

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

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

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

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

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

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

33. FRAUD & CORRUPT PRACTICES

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

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

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

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank

who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

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

34. TERMINATION

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

- i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.
- ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser

shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

- a. **Termination for Insolvency**: The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- b. **Termination for Default**: The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
- c. **Termination for Convenience**: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

In such a case, the Service Provider shall not be entitled to suspend the Services, till onboarding of the another service provider(s) for the Services, the Service Provider shall continue to render the Services in accordance with the provisions of the Agreement to maintain business continuity. And the Service Provider shall cooperate with IDBI Bank and the onboarded service provider(s) for smooth and effective transition. The Bank shall pay for the Service rendered by Service Provider during the said period.

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

35. CONSEQUENCE OF TERMINATION

35.1. 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.

35.2. 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.

35.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

35.4. In case of the Bidder abandoning the Project/ Contract after selection of successful bidder or awarding contract, due to any reason/s, the Bidder shall be liable to compensate the Purchaser with total cost to be incurred for re-selection of next bidder along with cost incurred by the Purchaser for interim continuity of services, in addition to the forfeiture of security deposit or invocation of Bank Guarantee.

35.5. 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.

35.6. 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.

35.7. 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.

35.8. Termination survives the Contract.

35.9. Any deficiency / interruption in performing the obligation by the Successful Bidder will result in imposition of liquidated damages as specified in RFP.

35.10. 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. Any termination of the contract by the Bank shall be

accompanied by a de-facto blacklisting of the successful bidder and invocation of Performance Bank Guarantee unless specifically clarified by the Bank.

35.11. Bank Guarantee submitted by the Bidder: In case, the amount of Performance Bank Guarantee is not sufficient to meet the recoverable amount, then the Bank shall recover the same through arbitration/other options available to the Bank.

36. PUBLICITY

36.1. 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.

37. NO ASSIGNMENT

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

38. RELATIONSHIP BETWEEN THE PARTIES

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

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

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

39. ENTIRE CONTRACT

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

40. JURISDICTION OF COURT

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

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. PENALTY

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

44. INSURANCE

44.1. 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.

44.2. 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.

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

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

44.5. 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

44.6. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

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

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

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

45. LIMITATION OF LIABILITY

45.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).

45.2. The limits specified in Sub-Clause (47.1) above shall not apply to:

- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;
- ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;
- iii. For the purpose of clause 47.2 (i) **“Gross Negligence “means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damages to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would know if it was acting as a reasonable person, would result from such act or failure to act for such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.
- iv. **“Willful Misconduct “means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party Knew or should have Known if it was acting as a reasonable person, which would result in injury, damage to life. Personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

45.3. The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the

software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

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

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

46. FORCE MAJEURE

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

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

46.3. If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

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

- (a) materially and adversely affects the performance of obligations under the Contract;
- (b) are beyond the reasonable control of the Bidder;
- (c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- (d) do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract

Upon directions by the Bank, the Successful Bidder shall resume performing of the services in same manner as it would have performed, had there been no such Force Majeure situation.

47. PRE CONTRACT INTEGRITY PACT

47.1. Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in Annexure 12 of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the Contract is awarded to the successful Bidder.

48. IT OUTSOURCE POLICY

Vendor / Service Provider agrees and undertakes that the Service Provider shall adhere to the RBI (Reserve Bank of India) circular on Master Direction on Outsourcing of Information Technology Services dated November 28, 2025 vide ref no RBI/DOR/2025-26/171; DOR.ORG.REC.No.90/21-04-158/2025-26 and shall not commit any violation or breach of the said RBI Circular.

49. VENDOR RISK ASSESMENT

- 49.1.** The risk assessment of the bidder should be completed before on-boarding of the bidder, and thus the bidder is required to give all support and submit necessary documents to the Bank or the authorized vendor(s) appointed by the Bank for the purpose of risk assessment.
- 49.2.** The Selected Bidder shall fully cooperate with the Bank in completing all due-diligence activities related to risk assessment. The Bidder shall provide, within the timelines prescribed by the Bank, all information, documents, certifications, and evidences required for the due-diligence process. The Bidder shall also address, resolve, and comply with any observations, queries, or additional requirements raised by the Bank from time to time, to the satisfaction of the Bank.

50. CYBER INCIDENT REPORTING

- 50.1.** Upon discovery of any cyber security incident that may materially affect the confidentiality, integrity, or availability of the Bank's data or system, vendor/service provider shall immediately notify the Bank (within 30 Minute) without undue delay.

Email id for cyber security incident reporting to Bank:
idbivendorcyberreporting@idbi.co.in

52. INFORMATION SECURITY POSTURE

The bidder shall comply with the following in case Bank's sensitive data is being processed within its network/premises.

- a. All relevant rules and regulations regarding information security and access control, maintaining confidentiality and documenting access.
- b. All relevant rules and regulations and policies regarding information security and access control, prohibiting access to public external email servers and controlling external emails sent on behalf of the Bank.
- c. Documentation policies and procedures for encryption, safeguarding all sensitive information in accordance with relevant Information Security policies.
- d. Document and test incident response processes and procedures, adhering to all relevant regulatory and statutory guidelines to effectively handle security incidents.
- e. The information security policy, which has been reviewed and approved by management, to meet all necessary standards and requirements.
- f. Maintaining a network diagram depicting the environment of services provided to the Bank, including subcontractors such as Cloud services, along with corresponding access control lists, and a Data Flow Diagram for the service being provided to the Bank.
- g. Vendor/Service provider background checks performed on all of their employees and, in addition, personnel Subcontractors' that are assigned to IDBI's facilities or that have access to IDBI sensitive information or systems.
- h. A comprehensive physical and environmental security program to protect IDBI's resources, including information and documentation etc.
- i. the confidentiality of physical materials shredded when no longer needed
- j. An Information Security and Privacy Awareness Training Program to educate employees and contractors on best practices for ensuring compliance with relevant policies and regulations of the information security.
- k. a comprehensive process for LOG monitoring and detecting network incidents, including deploying and maintaining a Security Information and Event Management (SIEM) system, continuously monitoring network traffic, system logs, and security events, establishing baseline behavior and setting up alerts for anomalous activities, and regularly tuning and updating detection rules and signatures.
- l. Performing periodic vulnerability assessments and penetration tests on their network, servers, and clients to identify and mitigate potential security risks.
- m. Periodically patching their network, servers, and clients to protect against known vulnerabilities.

53. SUBCONTRACTING AND PENALTY FOR ITS BREACH

The Service Provider shall not employ the Services of any sub-contractor directly or indirectly without prior written approval of IDBI Bank. In the event the Service Provider engages any sub-contractor without obtaining the Bank's prior written approval, the Service Provider shall

be liable to pay a penalty of 10% of annual contract value per instance of such unauthorized subcontracting. This penalty shall be without prejudice to any other rights or remedies available to IDBI Bank under this Agreement, including the right to terminate the Agreement with immediate effect.

If IDBI Bank grants written approval for subcontracting, Service Provider shall ensure that all subcontractors comply with the terms and conditions of this Agreement, including but not limited to confidentiality, security, and compliance with applicable laws and regulations as noted in this Agreement. Service Provider shall enter into a written agreement with each subcontractor to bind them to the same obligations, standards, and liabilities as set forth in this Agreement. Service Provider shall be solely responsible for the acts or omission committed by its subcontractor, in the Services rendered under this Agreement.

Any subcontracting, if permitted, shall not relieve Service Provider of its full responsibility for the performance of its obligations under this Agreement. Service Provider shall remain fully liable to IDBI Bank for the acts, omissions, and performance of its subcontractors, as if such acts, omissions, and performance were those of Service Provider itself.

IDBI Bank reserves the right to review, approve, or reject any proposed subcontractor and may require Service Provider to replace any subcontractor whose performance or conduct is deemed unsatisfactory or inconsistent with the terms of this Agreement. Service Provider shall promptly provide any information requested by IDBI Bank regarding its subcontractors, including qualifications, capabilities, and performance records.

In case of subcontracting permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor complies with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. The Bank reserves the right to conduct an independent audit in this regard and Service Provider shall cooperate with the Bank for any such Audit conducted.

Before engaging a Sub-Contractor, Service Provider shall carry out a due diligence process on subcontracting/sub-contractor to the satisfaction of the Bank, and the Bank shall have access _____ to _____ such _____ records.

54. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

The Service Provider has put in place a comprehensive Business Continuity Plan and/or Contingency Plan / Disaster Recovery Plan ("BCP/DRP") for the purposes of ensuring continued rendering of Services undertaken by Service Provider in the event of any disruption, including but not limited to natural disasters, cyber incidents, power outages, pandemics, or other force majeure events. Further, Service Provider agrees to furnish the business continuity plan and/or contingency plan to IDBI Bank within a period of 07 days from signing of this

Agreement. The Service Provider shall ensure that BCP Testing is carried out periodically in line with this Agreement.

a. Minimum Requirements:

The Service Provider's BCP/DRP shall, at a minimum: i) ensure restoration of critical services within the Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) as agreed in this Agreement; ii) include clearly defined roles, responsibilities, and escalation procedures; iii) provide for alternate processing arrangements and backup systems sufficient to meet the service levels defined herein; iv) be tested half yearly, with test results documented and shared with the Bank upon request.

b. Notification and Activation:

In the event of a disruption, the Service Provider shall: i) notify the Bank within [X] hours of the occurrence, detailing the nature of the disruption and the estimated time to recovery; ii) immediately activate its BCP/DRP to minimize service interruption and mitigate impact to the Bank's operations.

c. Right to Audit and Review:

The Bank shall have the right to: i) review the Service Provider's BCP/DRP annually or upon significant changes; ii) participate in or observe the Service Provider's annual BCP/DRP tests; iii) require modifications to the BCP/DRP if found inadequate to meet the Bank's risk management standards or regulatory obligations.

d. Subcontractors:

The Service Provider shall ensure that any subcontractors involved in providing Services under this Agreement also maintain appropriate BCP/DRP measures consistent with the obligations set forth in this clause.

52. SOFTWARE BILL OF MATERIAL (SBOM)

- a. SBOM is a list of all the components, libraries, and modules that make up software, providing transparency into its composition. It helps Bank to understand what their software is made of, manage potential risks, respond to security issues, and comply with regulations.
- b. Bidder should adhere to the Technical Guidelines on Software Bill of Materials (SBOM) issued by CERT-In as per advisory No. 11/2024 Dated November 25, 2024 published by Department of Supervision, Central Office Cyber Security & IT Risk (CSITE) Group.
- c. The SBOM must be accurate, complete, and updated in a timely manner, covering all components, libraries, modules, and dependencies. The bidder shall also provide assurance regarding the integrity and authenticity of the SBOM and its alignment with CERT-In guidelines.
- d. Bidder to provide the SBOM details as per **Annexure-17**

53. DATA PROTECTION POSTURE (DPP)

53.1. Definitions

The term “Personal Data,” “Processing,” “Data Principal,” “Data Fiduciary,” and “Data Processor,” shall have the same meaning as defined under the Digital Personal Data Protection Act, 2023 (“DPDPA”). The terms which are used in this DPP, however not defined herein, but defined in the DPDPA, shall have the same meaning as defined under the DPDPA and/ or defined under Digital Personal Data Protection Rules, 2025 (“Rules”).

53.2. Details of Data Processing

53.2.1. Personal Data shall only be processed by the Bidder/ Data Processor on behalf of and under the explicit instructions of the Bank/Purchaser/Data Fiduciary as explicitly outlined in the underline contract/scope of work and in consonance with the DPDPA and Rules and other applicable laws/ rules/ regulations/ statutory guidelines. The details of the Processing of Personal Data such as subject matter, nature and purpose of the processing, categories of Personal Data and Data Principals has to be mentioned in the format as prescribed in **Schedule -1** to this DPP (as applicable).

53.2.2. The Data Fiduciary may issue written instructions in accordance with this DPP. Without limiting the foregoing, Data Processor is prohibited from selling, sharing, retaining, using, disclosing the Personal Data by way of any known and unknown ways. The Data Processor shall maintain the confidentiality, adequate security measures of the Personal Data and take every steps to keep the Personal Data confidential and protected from compromise. The Data Processor only in case of the statutory/ regulatory obligation or to comply with the order of Court of Law situated within the territory of Republic of India, may disclose/ process the Personal Data with prior written intimation to the Data Fiduciary/ Bank.

53.2.3. The Personal Data can also be processed in relation to combining Personal Data with other Data, that the Data Processor receives from or on behalf of another person or persons, or collects from its own interaction with the Data Principal, only as permitted and in compliance/ accordance of the applicable data protection laws/ rules with prior written permission to the Data Fiduciary/ Bank.

53.2.4. Data Processor shall provide Data Fiduciary with information to enable Data Fiduciary to conduct and document any data protection assessments required under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Additionally, Data Processor shall notify Data Fiduciary promptly, if in case the Data Processor determines that it can no longer meet its

obligations under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Further, the Data Fiduciary reserves its right to take reasonable and appropriate steps to ensure that Data Processor uses Personal Data in a manner consistent with the Data Fiduciary's obligations under the applicable data protection laws/ rules etc.

53.3. Data Protection Obligations

- 53.3.1. Confidentiality: Both parties shall ensure strict confidentiality and not disclose personal data except as allowed under the DPP or required by law.
- 53.3.2. The Data Processor must implement appropriate technical, organizational, cloud and physical security measures to prevent unauthorized access, loss, or misuse of Personal Data as outlined in **Schedule -2** (as applicable).
- 53.3.3. Sub-processing: Engaging sub-processors requires written consent from the Data Fiduciary and provide details of the sub processor as mentioned in **Schedule -3** *(as applicable)., subject to the conditions stipulated by Data Fiduciary. If in case, the Data Fiduciary provided written consent for engagement of sub-processor, the Data Processor shall have a flow-down arrangement with the sub processor and shall be provided to the Data Fiduciary. The sub-processors shall not have any rights, claims, or entitlements against the Data Fiduciary/Bank on such engagement. Data Processor shall solely be liable for the claim of any type, which will be claimed/raised by the sub processor. The details may be furnished by the Data Processor in the prescribed format – **Schedule -3** (as applicable).

53.4. Rights of Data Principal

- 53.4.1. The Data Processor shall assist the Data Fiduciary in fulfilling its obligations to respond to Data Principal's rights of access, rectification, erasure, or withdrawal of consent under the DPDPA.
- 53.4.2. The Data Processor shall maintain Records of Processing Activities (ROPA) and make it available for audit purposes.
- 53.4.3. The Data Processor shall conduct and maintain Data Protection Impact Assessment (DPIA) of processing activities for audit purposes for Significant Data Fiduciary (SDF).
- 53.4.4. As between the Parties, Data Fiduciary shall have sole discretion and responsibility in responding to the rights asserted by any individual/ Data Principal in relation to Personal Data under the applicable data protection laws/ rules etc.
- 53.4.5. Data Processor shall without any delay forward request of the Data Principal to the Data Fiduciary which is received at its' or sub processor's end and also advise the individual to submit their request directly to Data Fiduciary.

53.4.6. The Data Processor shall extend all necessary and timely support/ assistance to the Data Fiduciary to fulfil its obligation under applicable data protection laws/ rules etc. including to respond to Data Principal's request(s) etc. if any.

53.5. Data Breach Notification

53.5.1. The Data Processor without any delay and not later than 24 hours in any case, must inform the Data Fiduciary about any actual or suspected security incident/ data breach of the Personal Data. In furtherance to that, the Data Fiduciary is responsible for promptly notifying the Data Protection Board and affected individuals about such data breach and further cooperate the Data Fiduciary in any obligation of Data Fiduciary under Applicable Data Protection Laws to make any notifications, such as to individuals or authorities.

53.5.2. The Data Processor shall take reasonable steps to contain, investigate, and mitigate any security incident, and shall send Data Fiduciary timely information about any security incident, including, but not limited to, the nature of the security incident, the measures taken to mitigate or contain such security incident and the status of the investigation. Data Processor's notification of or response to a security incident shall not be construed as an acknowledgement by the Data Processor of any fault or liability with respect to the security incident.

53.5.3. Data Processor shall extend its assistance with Data Fiduciary's investigation in regard to such security incident and any obligation of Data Fiduciary under applicable data protection laws/ rules etc. to make any notifications necessary under applicable data protection laws/ rules etc., such as in relation to individuals or supervisory authorities.

53.6. Privacy by Design and Impact Assessments

53.6.1. The Data Processor shall implement the principles of Privacy by Design and Privacy by Default in the development and provision of its services.

53.6.2. The Data Processor shall conduct Data Protection Impact Assessments (DPIAs) for any high-risk processing activities in accordance with the provisions of DPDPA/ as per laid down Rules and shall provide summaries of such assessments to the Data Fiduciary/ IDBI Bank upon request.

53.7. International Data Transfers

53.7.1. Cross-border transfer of Personal Data (if agreed by the Data Principal and permitted under the applicable data protection laws/ rules) must comply with the DPDPA's requirements, including securing necessary approvals or implementing mandated safeguards. The details of cross border data transfer must be provided in **Schedule -4** (as applicable).

53.8. Audit & Compliance

- 53.8.1.** The Data Fiduciary is entitled to audit or require certification of the Data Processor's compliance with this Addendum at regular intervals.
- 53.8.2.** Data Processor shall implement and maintain appropriate technical and organizational data protection and security measures designed to ensure security of Personal Data.
- 53.8.3.** Data Processor shall implement and maintain as a minimum standard the measures set out in **Schedule -2** (as applicable).
- 53.8.4.** With respect to any audits under this DPP, the Data Processor agree that all such audits shall be conducted:-
- a. upon reasonable written notice to Data Processor;
 - b. only once per year; or as found necessary by Data Fiduciary
 - c. only during Data Processor's normal business hours.
- 53.8.5.** To conduct such audit, Data Fiduciary may engage a third-party auditor subject to such auditor complying with the requirements under DPDPA and provided that such auditor is suitably qualified and independent of the Data Processor.
- 53.8.6.** To request an audit, Data Fiduciary will inform about the proposed audit plan to Data Processor for at least two weeks in advance of the proposed audit date. Data Processor shall work cooperatively with Data Fiduciary / auditors for conduct of an audit report.
- 53.8.7.** Data Fiduciary will promptly notify the Data Processor of any non-compliance discovered during the audit.
- 53.8.8.** Data Fiduciary will bear the costs for any audit initiated by Data Fiduciary.
- 53.8.9.** Upon request, Data Processor shall provide to Data Fiduciary documentation reasonably evidencing the implementation of the technical and organizational data security measures in accordance with the industry standards. Data Processor shall provide data protection compliance certifications issued by a commonly accepted certification issuer which has been audited by a data security expert, or by a publicly certified auditing company. If the requested audit scope is addressed in such a certification produced by a qualified third-party auditor within twelve (12) months of Data Fiduciary's audit request and Processor confirms there are no known material changes in the controls audited, Data Fiduciary agrees to accept those findings in lieu of requesting an audit of the controls Personal by the report
- 53.8.10.** Data Processor shall audit its sub processors on a regular basis and shall, upon Data Fiduciary's request, confirm their compliance with applicable data protection laws/ rules etc. and the sub processors' contractual obligation.
- 53.8.11.** If any urgent audit is warranted either by regulator or guidelines, Data Processor must cooperate fully with such assessments.

53.9. Term & Termination

53.9.1. This DPP is effective for the entire duration of data processing under the contract.

53.9.2. Upon cessation, the Data Processor shall, at the fiduciary's instruction, return (in a format or manner advised by Data Fiduciary) or erase all personal data and provide a certificate of destruction / erasure, except as required by law.

53.10. DELETION AND RETURN

53.10.1. Data Processor including sub processor (if in case sub processing allowed by the Data Fiduciary) shall, within thirty (30) days of the date of termination or expiry of the Principal Agreement, unless otherwise required by applicable laws (a) if requested to do so by Data Fiduciary within that period, return a copy of all Personal Data or provide a self-service functionality allowing Data Fiduciary to do the same; and (b) delete all other copies of Personal Data processed by the Data Processor or any sub processors.

53.11. Liability & Indemnification

53.11.1. The Data Processor shall indemnify and hold harmless the Data Fiduciary from and against all losses, claims, damages, fines, penalties (including penalties imposed by Data Protection Board of India in case of data breaches), or costs arising from Data Processor's breach of this DPP or the DPDPA/ Rules/ and other applicable data protection laws/ rules etc. Nothing in this DPP shall limit the Data Processor's liability (including arising out of the act(s) of the sub processor) for data breaches involving intentional misconduct, gross negligence, or wilful violation of applicable data protection laws/ rules.

53.12. DEIDENTIFIED DATA

If the Data Processor receives de-identified Data from or on behalf of Data Fiduciary, then Data Processor shall:

(a) take reasonable measures to ensure the information cannot be associated with a Data Subject; and

(b) process the de-identified Data solely in de-identified form and not to attempt to re-identify the information.

SCHEDULE - 1 –**Description of Processing Activities (data types, categories, and purposes)**

Sr. No.	Description of Processing Activities	Details (to be filled by Parties)
1.	Data Fiduciary	[Name and contact details]
2.	Data Processor	[Name and contact details]
3.	Purpose(s) of Processing	[Specify: e.g., payroll, marketing, support, IT services, etc.]
4.	Categories of Data	[e.g., employees, customers, vendors, website users, etc.]
5.	Categories of Data Principals	[e.g., employees, customers, vendors, website users, etc.]
6.	Processing Operations	[e.g., collection, storage, analysis, transfer, deletion, etc.]
7.	Retention Periods	[Specify duration for each type/activity, or state “until purpose served”]
8.	Legal Basis	[e.g., consent, contract, legal obligation]
9.	Third-Party Recipients	[Names/types and purposes of any recipients or sub-processors]
10.	Data Transfer Locations	[Countries outside India, if applicable]

SCHEDULE 2

Technical and Organizational Security Measures

Data Processor shall implement and maintain the following technical and organizational measures for all Personal Data processed by the Data Processor:

1. Asset Management

1.1. The Data Processor shall maintain an inventory of all media on which Personal Data is stored. Access to the inventories of such media shall be restricted.

2. Human Resources Security

2.1. Confidentiality of personnel: Data Processor shall ensure that all personnel understand their responsibilities and obligations related to the processing of Personal Data. Roles and responsibilities are clearly communicated during the pre-employment and/or induction process.

2.2. Data Processor requires all project personnel to complete standard data protection trainings.

2.3. Data Processor ensures that all personnel are adequately informed about the security controls of the IT system that relate to their everyday work. Personnel involved in the processing of Personal Data are also properly informed about relevant data protection requirements and legal obligations through regular awareness campaigns.

2.4. Data Processor shall inform its personnel about relevant security procedures and their respective roles.

3. Physical and Environmental Security

3.1. The physical perimeter of Data Processor's IT system infrastructure is not accessible by non-authorized personnel.

3.2. The Data Processor shall only allow authorized individuals to access facilities where information systems that process Personal Data are located.

3.3. All personnel shall be registered and required to carry appropriate identification badges.

3.4. Communications and Operations Management

3.5. The Data Processor shall maintain Access Control Lists (ACLs) for network devices.

4. Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.

4.1. Access to network devices for administration shall require a minimum of 128-bit encryption.

4.2. Network, application, and server authentication passwords shall meet internal complexity guidelines.

5. Vulnerability Assessment (VA) and Penetration Testing (PT) by CERT-In empanelled organization

- 5.1. The Data Processor shall have vulnerability assessment and penetration testing exercises conducted on a regular basis but not later than 06 months.
- 5.2. The Data Processor shall have anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data, including malicious software originating from public networks.
6. Data Deletion and Disposal
 - 6.1. Upon completion, project team members shall return or destroy and provide certificate of destruction, if any Personal Data that is in his or her possession.
 - 6.2. Data Processor shall destroy hard copies containing Personal Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.
7. Back-up
 - 7.1. Backup and data restore procedures are defined, documented and clearly linked to roles and responsibilities.
 - 7.2. Backups are given an appropriate level of physical and environmental protection consistent with the standards applied on the originating data.
8. Data Recovery Procedures
 - 8.1. The Data Processor shall have specific data recovery procedures in place designed to enable the recovery of Personal Data being maintained in its systems.
 - 8.2. The Data Processor shall conduct regular software updates and security patches
9. Access Control
 - 9.1. User Access Management
 - 9.1.1. The Data Processor shall implement user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to all Data Fiduciary systems, Personal Data and all internal applications used during the course of the project, and designate an appropriate authority (as defined by the engagement) to approve creation of new user ID, or elevated level of access for existing ID.
 - 9.1.2. The Data Processor shall revoke access for personnel departing the engagement within two business days of departure, or in compliance with contractual obligations, whichever is sooner.
 - 9.1.3. Where applicable, the Data Processor shall provide access for project personnel and other applicable personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.

- 9.1.4. When applicable, the Data Processor shall logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.
- 9.1.5. The Data Processor shall provide each individual accessing a system or application with a unique user ID and password. Prohibit user IDs and passwords from being shared.
- 9.2. Password Management
- 9.2.1. The Data Processor shall ensure electronic communications of passwords must be encrypted using at least a minimum of 128-bit encryption.
- 9.2.2. The Data Processor shall require initial user passwords to be changed during the first logon and prohibit user IDs and passwords from being shared.
- 9.2.3. Where authentication mechanisms are based on passwords, the Data Processor shall require that the passwords are renewed regularly.
- 9.2.4. When granting access or assigning user roles, the “need-to-know principle” shall be observed in order to limit the number of users having access to Personal Data only to those who require it for achieving the processing purposes.
10. Network/Communication security
- 10.1. Whenever access is performed through the Internet, communication is encrypted through latest cryptographic protocols.
- 10.2. Traffic to and from the IT system is monitored and controlled through Firewalls and Intrusion Detection Systems.
11. Encryption
- 11.1. The Processor shall encrypt transmissions of Personal Data between the parties using a minimum of at least 128-bit encryption.
- 11.2. Mobile phones and tablets shall be protected via a mandatory PIN, restrictions on amount of email that can be stored on the device, and a remote wipe capability.
12. Business Continuity Management
- 12.1. The Data Processor shall maintain emergency and contingency plans for the facilities in which the Parties’ information systems that process Personal Data are located.

SCHEDULE 3

List of Authorized Sub-Processors**

Sr No.	Sub-Processor Name	Services Provided	Location	Data Categories Processed	Safeguards Employed

**Parties must update this schedule promptly as sub-processors are added or removed.

SCHEDULE 4

Cross-Border Data Transfers

Sr. No.	
Transfer Mechanism	
Data Categories Involved	
Destination Country	
Safeguards/ Legal Basis	
Standard Contractual Clauses	
Adequacy, Consent	
Data types	
Country	Description/ Reference

Describe procedures/standards used to ensure compliance with DPDPA's cross-border transfer rules

SECTION 3 (ANNEXURES)**1. TECHNICAL BID FORM (Annexure-1)**

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08: May 19, 2026)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer Renewal of Microsoft Cloud Based Office Productivity Tools for IDBI Branches in conformity with the said Bid Documents.

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

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

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

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

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

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

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 / pay order of **Rs. 30, 00,000 /- (Rupees 30 Lacs Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on _____, _____ Branch payable at Mumbai.

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

Dated this _____ Day of _____ 2026

Sign

Name:

Designation:

(Company Seal)

2. INDICATIVE COMMERCIAL BID (Annexure-2)

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08: May 19, 2026)

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

1. The annual cost for initial 3 years:-

Sr. No	Description	Indicative Quantity	Unit Price	Total Amount
1	Profile-1 (Office 365 E1 + Intune + AADP1 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	310		
2	Profile-2 (M365 F3 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	21,000		
3	Profile-3 (Exchange Online Kiosk + Exchange Online Archival + Microsoft Defender for Office Plan 1)	3,000		
4	Profile- 4 (Office 365 E3 + AADP2 + Intune + Microsoft Defender for Office Plan 1)	10		
Total Annual Cost (A)				
Amount in words: Rupees _____ Only				
Total Cost for 3 years (T1) = A x 3				

2. The annual cost for next 2 years:

Sr. No	Description	Indicative Quantity	Unit Price	Total Amount
1	Profile-1 (Office 365 E1 + Intune + AADP1 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	310		
2	Profile-2 (M365 F3 + Exchange Online Archival + Microsoft Defender for Office Plan 1)	21,000		

Signature of the Bidder
with company Seal

Ref: IDBI-Bank/ITD/ RFP/PPG/ 26-27 /08
19-May- 2026

3	Profile-3 (Exchange Online Kiosk + Exchange Online Archival + Microsoft Defender for Office Plan 1)	3,000		
4	Profile- 4 (Office 365 E3 + AADP2 + Intune + Microsoft Defender for Office Plan 1)	10		
Total Annual Cost (B)				
Amount in words: Rupees _____ Only				
Total Cost for 4th and 5th Year (T2) = B x 2				

3. Onsite Resource Cost:

#	Description	Cost per Resource per year	Number of Resources	Total Cost/ year
1	Onsite Resource (L1)		5	
Total Annual Cost of Onsite Resource (C)				
Amount in words: Rupees _____ Only				
Total Cost for 5 years (T3) = C x 5				

#	Profile	Description	SKU / Part Code	Unit cost /year (Rs.) for initial 3 years	Unit cost/ year (Rs.) for 4 th and 5 th year
1	Profile1	O365 E1			
2		Intune			
3		AADP1			
4		Archival			
5		MDO P1			
6	Profile 2	M365 F3			
7		Archival			
8		MDO P1			
9	Profile 3	Exchange Online Kiosk			
10		Archival			
11		MDO P1			
12	Profile 4	O365 E3			
13		AADP2			
14		Intune			
15		MDO P1			

The indicative cost for the purpose of an ORA will be arrived on the basis of lowest indicative Commercial bid (T1+T2+T3) or as per the cost estimations arrived by the Bank.

- i. The successful bidder will be identified through ORA as the bidder quoting lowest total cost (T1+T2+T3).
- ii. Prices quoted should be exclusive of all applicable taxes such as GST.
- iii. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.

- iv. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- v. The Price break up should indicate the unit rate of all the components listed in final commercial quotes and will be submitted as per above format within 3 (three) days by the successful bidder to the ORA agency / Bank on conclusion of ORA.
- vi. The successful bidder will submit the revised price break-up after ORA, maintaining the same ratio as mentioned in indicative commercials
- vii. In case of discrepancy between unit price and total price, the unit price shall prevail.
- viii. In case of discrepancy between figures and words, the amount in words shall prevail.

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

(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:

3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)

(To be included as part of the Commercial Bid)

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

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

4. MANUFACTURERS AUTHORIZATION FROM OEM (Annexure – 4)

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

(There would not be any modification allowed in the format and bidder should manage to obtain the same from OEM.)

Date: _____ (DD/MM/YYYY)

To,

Dy. General Manager

Procurement Group, Information Technology Department

IDBI Bank Limited,

Unit 2, Corporate Park

Chembur, Mumbai-400071.

Dear Sir,

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08 : May 19, 2026)**

We _____ (OEM Vendor) of _____ product / service / solution hereby authorize M/s. _____ (Successful Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our comprehensive 5-year (3+2) support as per terms and conditions of the tender and the contract for our product / application 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 services as per terms and conditions of the tender, to M/s. _____ (Vendor Name) for a period of five years i.e. up to _____ (Period).

The OEM shall certify that any new products, updates, upgrades etc have been developed following the secure coding practices.

Dated at _____ this _____ day of _____ 2026

Signature :

Name :

Designation :

Company seal :

5. FORMAT OF POWER-OF-ATTORNEY (Annexure – 5)

(On Stamp Paper of relevant value)

POWER OF ATTORNEY

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

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

Dated this _____ day of _____ 2026

For or on behalf of M/s _____

(Authorised Signatory)
(Name, Designation and Address)

Accepted

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

Date:

Witnesses:

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

Note:

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

- 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.

6. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (Annexure – 6)

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08 : May 19, 2026)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **Renewal of Microsoft Cloud Based Office Productivity Tools.**

(Authorized Signatory)

Name of the signatory _____

Designation _____

(Company Seal)

7. SELF DECLARATIONS (Annexure – 7)

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08 : May 19, 2026)**

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

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.

- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- ix. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.
- xi. We shall deploy only the optimal number of resources at IDBI Bank office for implementation / support of the projects/applications. The vendor shall preferably use their office for all the projects/application, unless it is essential to work at IDBI Bank location.
- xii. We shall be responsible for ensuring that our employees working at the Bank's IT facilities for project/application implementation or support adhere to the relevant sections of the Bank's standards and procedures.

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

Dated this _____ day of _____ 2026

(Authorized Signature)

(Company Seal)

Name: Shri _____

In the capacity of _____

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

8. LETTER FOR REFUND OF EMD (Annexure – 8)

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/PPG/RFP/ 26-27 / 08 : May 19, 2026)**

We _____ (Company Name) had participated in the RFP for - Renewal of Microsoft Cloud Based Office Productivity Tools and are unsuccessful bidder.

or

We _____ (Company Name) had participated in the RFP for Renewal of Microsoft Cloud Based Office Productivity Tools and are successful bidder and we had submitted all the legal Documents.

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

Sr. No.	Bidder Name	NEFT No.	UTR	Bank Name	Transaction Date	Amount Rs.

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

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

Signature :

Name :

Designation :

Company seal :

9. INFORMATION SECURITY CERTIFICATE (Annexure – 9)

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

To,
 Dy. General Manager
 Procurement Group, Information Technology Department
 IDBI Bank Limited,
 Unit 2, Corporate Park
 Chembur, Mumbai-400071.

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
 (REF No: IDBI-Bank/ITD/ RFP/ 26-27 / 08 : May 19, 2026)**

This is to certify that–

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

Signature :

Name :

Designation :

Company seal :

10. BIDDER PROFILE (Annexure – 10)

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

Date: _____ (DD/MM/YYYY)

To,
Dy. General Manager
Procurement Group, Information Technology Department
IDBI Bank Limited,
Unit 2, Corporate Park
Chembur, Mumbai-400071.

Dear Sir,

Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/ RFP/ 26-27 / 08 : May 19, 2026)

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature of the Bidder
with company Seal

Ref: IDBI-Bank/ITD/ RFP/PPG/ 26-27 /08
19-May- 2026

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

11. PRE – BID QUERIES (Annexure – 11)

(To be submitted in excel file format at dgm.itvmg@idbi.co.in)

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/ RFP/ 26-27 / 08 : May 19, 2026)**

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

Signature :

Name :

Designation :

Company seal :

12. PRE INTEGRITY PACT (ANNEXURE-12)

(To be stamped on Rs.500/- Stamp paper and included in the Technical bid)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20 ___, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (**Renewal of Microsoft Cloud Based Office Productivity Tools**) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or

Signature of the Bidder
with company Seal

Ref: IDBI-Bank/ITD/ RFP/PPG/ 26-27 /08
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indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial

interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the

PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

Sr.	Name of IEM	Contact Number	Contact mail
-----	-------------	----------------	--------------

No.			
1	Dr. Rajiva Ranjan Verma, IPS, Ex-Director General, Railway Protection Force	9868260524	rajivaranjanin@yahoo.co.in
2	Shri P V V Satyanarayana, IRSS, Ex-Principal Chief Manager, South Central Railway	8130073011	skpadala@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the

Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)
Contractor)

Signature
(For & on behalf of the BIDDER/

Office Seal
Name
Designation

Office Seal
Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:

(Name & Address) _____

[Provisions of the above clauses would need to be amended/ deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].

13. CONTRACT FORM (Annexure – 13)

(To be submitted by the Successful Bidder)

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

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

WHEREAS the Purchaser vide RFP No **IDBI-Bank/ITD/RFP/ 26-27 / 08** dated **May 19, 2026** (the RFP) invited bids for **Engagement of Vendors for Renewal of Microsoft Cloud Based Office Productivity Tools** (*Brief Description of Services*) and has accepted a bid by the Vendor for rendering of the Services for the sum of Rs. _____/- (Rupees _____ only) (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”).

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

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP / Conditions of Contract referred to.
- 2) The signed original copy of the RFP no. **IDBI-Bank/ITD/ RFP/ 26-27/ 08**, dated **May 19, 2026** submitted by the vendor with the purchaser shall form an integral part of this contract form.
 - a. The parties hereto by way of abundant precaution do hereby agree, admit & declare that all the contractor's representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
 - b. Each of the representations, warranties and undertakings of the contractor contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services

and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

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

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

Signed and Delivered by the within named

Signature:

Name: _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF

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

Signed and Delivered by the within named

M/s _____

Date: _____ (DD/MM/YYYY)

IN THE PRESENCE OF:

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

14. PERFORMANCE BANK GUARANTEE (ANNEXURE – 14)

(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 twenty

BY:

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

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- WHEREAS**, Bank vide RFP No. **IDBI-Bank/ITD/ RFP/ 26-27 /08 dated May 19, 2026** called for the bids for engagement of Vendor for Renewal of Microsoft Cloud Based Office Productivity Tools for IDBI Bank. M/s _____ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
- 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 and Non-Disclosure Agreement and as such is bound by the same.

Signature of the Bidder
with company Seal

Ref: IDBI-Bank/ITD/ RFP/PPG/ 26-27 /08
19-May- 2026

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 Renewal of Microsoft Cloud Based Office Productivity Tools 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 theof the Contract Price amounting to(in words) with validity oftowards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

SIGNED AND DELIVERED BY

the within named Guarantor,

_____,
by the hand of Shri. _____,
its authorized official.

15. NON-DISCLOSURE AGREEMENT (Annexure – 15)

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

This Non-Disclosure Agreement entered into at _____ this _____ day of _____ Two Thousand Twenty Six

Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

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

WHEREAS, Bank called for the bids for engagement of Bidder for Procurement, Installation, Commissioning and Maintenance of Renewal of Microsoft Cloud Based Office Productivity Tools for use at branches / Offices/ Other locations of the Bank. M/s _____ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

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

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

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and

services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

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

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

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor's of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The provisions hereunder shall survive termination of the Contract.

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

Accepted (Bank)

Sign

Name _____

Designation _____

Company Seal

Place:

Date:

16. DEED OF INDEMNITY (Annexure – 16)

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

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

IN FAVOUR OF

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

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

WHEREAS, Bank vide RFP No. **IDBI-Bank/ITD/ RFP/ 26-27 / 08 dated May 19, 2026** called for the bids for engagement of Vendor for Renewal of Microsoft Cloud Based Office Productivity Tools for IDBI Bank. M/s _____ have been appointed as the Successful Vendor.

1) The Obligor has

- a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
- c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;

- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated _____ (DD/MM/YYYY) (the Contract) with the Obligor;
 - 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
 - 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines, breach of any confidential obligations and also from the environmental damages, if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

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

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

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

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

the authorized official of the obligor

17. SOFTWARE BILL OF MATERIALS (SBOM) (ANNEXURE-17)

(To be submitted by successful Bidder)

Sr.	Data Field	Details
1.	SBOM Format Type (e.g., SPDX, Cyclone DX)	
2.	SBOM Version	
3.	Component Type (e.g., library, binary, container)	
4.	Dependency Tree Reference	
5.	Digital Signature of SBOM	
6.	Component Name	
7.	Component Version	
8.	Component Description	
9.	Component Supplier	
10.	Component License	
11.	Component Origin	
12.	Component Dependencies	
13.	Vulnerabilities	
14.	Patch Status	
15.	Release Date	
16.	End of Life (EOL Date) Date	
17.	Criticality	
18.	Usage Restrictions	
19.	Checksums or Hashes	
20.	Executable Property	
21.	Archive Property	
22.	Structured Property	
23.	Unique Identifier	

24.	Comments or Notes	
25.	Any Other Relevant Data	
26.	Author of SBOM Data	
27.	Timestamp	
28.	Publicly available web link from OEM, confirming the above	

18. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-18)

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

**Reference: RFP for Renewal of Microsoft Cloud Based Office Productivity Tools
(REF No: IDBI-Bank/ITD/ RFP/ 26-27 / 08 : May 19, 2026)**

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

Signature of the Bidder
with company Seal

Ref: IDBI-Bank/ITD/ RFP/PPG/ 26-27 /08
19-May- 2026

13	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none">• Signed copy of RFP (all the pages to be signed).• Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted	Yes / No
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19. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-19)

19.1. DEFINITIONS:

19.1.1.e-Procurement Technologies Ltd.(Auction Tiger): Service provider to provide the e-Tendering Software.

19.1.2.IDBI Bank e-Procurement Portal: An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://eauction.auctiontiger.net/EPROC/>

19.2. ACCESSING / PURCHASING OF BID DOCUMENTS :

19.2.1.It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link www.cca.gov.in. **e-Procurement Technologies Ltd.(Auction Tiger):** also facilitate Class II or Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact **e-Procurement Technologies Ltd. (Auction Tiger):** at mobile no. +91-9099090830 for DSC related queries or can email at dsc@abcprocure.com.

19.2.2.To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) to have a user ID & Password with no registration fee.

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

19.2.4.The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

19.2.5.For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

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

20. SERVICE LEVEL AGREEMENT (ANNEXURE-20)

(To be submitted by successful Bidder)

SERVICE LEVEL AGREEMENT

BETWEEN

IDBI BANK LIMITED

AND

M/s. -----

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is entered into at [•]_ on this [•]day of [•] 202[•]

BETWEEN

IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005, in the State of Maharashtra (hereinafter referred to as "**IDBI Bank**" / "**the Bank**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns of the **ONE PART** ;

AND

M/s. [•], a company registered and incorporated under Companies Act, 1956/2013 and having its registered office at [•], (hereinafter referred to as "**Vendor**" / "**Service Provider**", which term shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

OR

***M/s. [•]** _____ Limited Liability Partnership, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at [•] (hereinafter referred to as "**Service Provider**", which term shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

(* **Delete if not applicable**)

Each of the parties mentioned above are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**"

WHEREAS:

- i. IDBI Bank is engaged in the business of banking services and is desirous of [•], for its banking business.
- ii. For the purpose, IDBI Bank had floated a Request for Proposal / Limited Request for Proposal for LRFP/RFP/RFQ Ref. No.- [•] dated [•] (Hereinafter referred to as "RFP/ LRFP/RFQ") inviting bid from interested bidders.

- iii. The Vendor/Service Provider has represented and warranted that they are engaged in the business of Software Development and related Services and also has all requisite skills, experience, manpower and resources for providing of [•] (said Products / Services).
- iv. The Vendor/Service Provider, vide its Quotation dated [•], had offered to provide to IDBI Bank service of [•], on the terms and conditions, stated therein.
- v. Based on the offer and representation made by the Vendor/Service Provider, IDBI Bank issued Purchase Order (Ref No: [•] dated [•] (“PO”) in favour of Vendor/Service Provider and placed order with the Vendor/Service Provider for availing the said Product/Services.
- vi. IDBI Bank and the Vendor/Service Provider are desirous of recording the terms relating to the above arrangement and understanding with respect to the Product/Services and hence these presents.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereto hereby agree as mentioned below:

This Agreement shall commence on [•] hereinafter referred to as the “Effective Date”.

PART A- GENERAL PROVISIONS

1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below.

- a. "**Agreement**" means this agreement and all documents attached hereto.
- b. "**Applicable Laws**" means, with respect to any Person, all laws, statutes, rules, regulations, orders, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other governmental authority, and all governmental authorizations binding upon or applicable to such Person or to any of its properties or assets.
- c. "**IDBI Bank**" shall include its directors, employees, representatives, successors and assigns.
- d. "**Confidential Information**" means, all information relating to (i) intellectual property information i.e. Trademark, Logo, Design etc. (ii) IDBI Bank standard/special security procedures and systems at various locations; (iii) technical or business information or material not covered in (i) above; (iv) proprietary or internal information related to customers / constituents / products or services of IDBI Bank including, financial information, process / flow charts, information related to the Services, business and contractual relationships, information the Parties provide regarding third parties; (v) information disclosed pursuant to this Agreement and (vi) all such other information which by its nature or the circumstances of its disclosure is confidential, which includes oral information.
- e. "**Fees**" means, the amount payable by IDBI Bank to the Service Provider for the Services rendered by the Service Provider and as detailed in the Purchase Order.
- f. "**Good Industry Practice**" means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled, experienced recognized and reputed Service Provider engaged in the same type of undertaking as Service Provider under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes and industry standards.
- g. "**Key Personnel**" means those of Service Provider's personnel identified as such by IDBI Bank.
- h. "**Person**" means any natural person, firm, corporation, company, voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organization, unlimited organization, or other entity.
- i. "**Personnel**" means employees or sub-contractor or agent of Service Provider
- j. "**Services**" means providing of Services for [•], and other matters related to or incidental to the foregoing as described in **Annexure-II** ("Scope of Services" / "Work") under this Agreement and any alterations thereof.
- k. "**Scope of Work**" shall mean the written statement issued by IDBI Bank to Vendor/Service Provider and accepted by Service Provider stating the requirement for Services, setting out in detail the content, nature and scope of Services required, the duration of such requirement, the number of personnel required, the expected time of commencement and completion, mile stones, turnaround time and such other details as may be material to the

Services required and detailed in the Annexure-II hereto.

1. "Term" shall have the meaning ascribed to it in Clause 35.

2 REPRESENTATIONS & WARRANTY OF THE SERVICE PROVIDER

1. The Service Provider represents and warrants regarding Services to IDBI Bank as follows:
 - a) The Vendor/Service Provider, in terms of its constitutional documents i.e. Memorandum and Articles of Association, has the power to provide the above mentioned product/services.
 - b) The Service Provider to sign this Agreement and perform the obligations hereunder:
 - c) The Service Provider has the expertise, resources and qualified manpower to provide the Services and hereby warrants that it shall provide the Services meeting global quality standards.
 - d) The Service Provider warrants that all Services provided hereunder shall conform to the requirements of this Agreement and the Service Provider shall at all times adhere to Good Industry Practices.
 - e) The Service Provider warrants that it has obtained all applicable permissions, licenses, permits and consents required to provide the Services and the same are valid and subsisting that the Services shall be provided in compliance with all Applicable Laws and the provision of the Services shall not result in the breach of any Applicable Laws.
 - f) The execution or performance of this Agreement shall not be in violation of any law or conflict with or result in the breach of or constitute a default or require any consent under any decree, order, judgement or other instrument to which Service Provider is a party or by which Service Provider is bound and no such decree, order, judgement or other instrument exists against Service Provider.
2. The Service Provider represents and warrants regarding its Personnel to IDBI Bank as follows :
 - a) The Service Provider shall furnish personnel with the qualifications, skills and experience appropriate to satisfy with the requirements of this Agreement (the "Service Provider Personnel"). The Service Provider Personnel provided under this Agreement shall possess, in the aggregate, a range of skills that would permit individual Service Provider Personnel to perform job / assignment and provide the Services at operating levels as contemplated under the Agreement.
 - b) The Service Provider acknowledges that nothing herein shall give rise to any obligations on the part of IDBI Bank towards the Service Provider Personnel, and the Service Provider alone shall remain responsible for the Service Provider Personnel.
 - c) The Service Provider shall engage while providing Service(s) to IDBI Bank, persons with good character and integrity whose backgrounds / KYC has been duly verified and who do not have any criminal record or involvement.
 - d) The Service Provider shall ensure compliance with all statutory requirements as well

as regulations issued by the RBI from time to time.

- e) The Service Provider shall co-operate with the relevant authorities in case of insolvency/ resolution of the Bank.

f) **Changes in Service Provider Personnel**

If IDBI Bank deems any of the Service Provider Personnel unsuitable, incompetent for, it shall without delay, inform the Service Provider and the Parties shall mutually consult and discuss the issue. If after such consultations and discussions IDBI Bank still requires the Service Provider to remove the concerned person, the Service Provider shall do so and supply a replacement for such employee at its own cost and expense.

3 CORPORATE REPRESENTATION BY THE SERVICE PROVIDER

The Service Provider represents, warrants and covenants to IDBI Bank that:

a) **Corporate Standing**

It is a [•] company duly organized, validly existing and in good standing under the laws of India and is qualified to do business in all jurisdictions in which the nature of the business conducted by it make such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition. Operations, prospects or business.

b) **No violation of law: litigation**

The Service Provider is not in violation of any Applicable Laws which violations individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending, or threatened against the Service Provider which, if adversely determined could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business of the Service Provider or its ability to perform the obligations under this Agreement.

c) **No Breach**

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under the charter of the Service Provider or any applicable law or regulation, or any order writ injunction or decree of any court, or any agreement or instrument or arrangement to which the Service Provider is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument or arrangement.

d) **Corporate Action**

The Service Provider has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and the execution, delivery and performance by the Service Provider of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Service Provider and constitutes legal, valid and binding obligations of the Service Provider enforceable in accordance with its terms except as the enforceability thereof may be limited by winding up proceedings, Bankruptcy, insolvency reorganization or moratorium or other similar laws relating to the enforcement of creditor s rights generally and general equitable principles.

4 DISPUTED PAYMENTS & SETOFF

IDBI Bank reserves the right to dispute /payment due to the Service Provider under this Agreement or any other contract, if the Service Provider has not performed the Services in accordance with the provisions of this Agreement. In the event, IDBI Bank disputes payment, IDBI Bank will inform the Service Provider of the same in writing, and the Parties will attempt to settle the payment dispute under the amicable settlement procedures set out herein. If the Parties agree that the Services were not performed in accordance with this Agreement, then such disputed payment, if any, shall – (i) if already paid by IDBI Bank to the Service Provider be forthwith refunded by the Service Provider; and (ii) if payable or outstanding, shall cease to be so payable or outstanding (iii) setoff against the outstanding invoice/s if any, as the case may be.

5 TAXES

The Service Provider shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the Local, State and / or Central Laws, Rules and / or regulations as may be prevalent and as amended from time to time in relation to the Services rendered pursuant to this Agreement.

Notwithstanding anything contained in this Agreement, IDBI Bank shall not be liable or responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by the Service Provider under the Local, State and / or Central Laws, Rules and / or Regulations, as may be prevalent and as amended from time to time.

6 DISPUTE RESOLUTION MECHANISM

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

- a. 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.
- b. The matter will be referred for negotiation between CGM of IDBI Bank and [•] of the Service Provider. The matter shall then be resolved by them and the agreed course of

action documented within a further period of 15 days.

- c. In the event of unresolved dispute or difference between the Parties arising under this Agreement concerning or relating to the rights, liability or obligation on the part of any of the Parties hereto, they shall resolve the same by negotiations mentioned above and in the event that no resolutions are reached by negotiation, then within 30 days from the date of dispute (including the 15 days mentioned at (ii) above). The matter will be referred to Sole Arbitrator mutually appointed by the Parties. The award passed by the Sole Arbitrator shall be final and binding on both the Parties. All provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereof for the time being in force shall apply accordingly. The arbitration shall be conducted in English at Mumbai.
- d. The Service Provider shall not be entitled to suspend the Services, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

7 CONFIDENTIALITY AND DISCLOSURES

- a. The Service Provider agrees that they shall hold in trust any Confidential Information, identified by the Bank as being confidential and received, under this Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information.
- b. The Service Provider also agrees:
 - a) to maintain and use the Confidential Information only for the purposes of this Agreement and only as permitted herein;
to only makes copies as specifically authorized by prior written consent of IDBI Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - b) to restrict access and disclosure of Confidential Information to such of their employees, security analysts and consultants and advisers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause ; and
 - c) that the Confidential Information shall survive the expiry or termination of the Agreement.
- c. 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.
- d. Confidential Information does not include information which:
 - a) the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) is independently developed by the Service Provider without breach of this Agreement;
 - c) information in the public domain as a matter of law;

- d) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- e) is released from confidentiality with the written consent of IDBI Bank.

The Service Provider shall have the burden of proving that Clause 7.4. a) and b) above are applicable to the information in the possession of the Service Provider.

- e. Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Agreement, Confidential Information shall be returned to the Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties.
- f. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. The Service Provider shall not disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the Bank. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Agreement.
- g. The Service Provider to treat Confidential Information as Confidential for the tenure of the Contract and for a further period of 2 years from the expiry of Contract. In the event of earlier termination of this Contract, the Service Provider hereby agree to maintain the confidentiality of the Confidential Information for a further period of [[•] (.....)] years from the date of such termination.
- h. The provision of this clause shall survive termination of the Agreement till such Confidential Information enters public domain.

8. INDEMNIFICATION

Indemnity by the Service Provider

- a. The Service Provider agrees to indemnify and keep indemnified, defend and hold harmless IDBI Bank and its , directors, employees, representatives and agents from and against any and all losses, liabilities, claims, obligations, costs, damages including reputational loss, expenses but not limited to, attorneys' fees, arising out of the Services rendered by the Service Provider , which resulted in any claim including claim from third parties, any penalty to be paid by the Bank arising out of or in connection with
 - a) the Service Provider's breach of the representations and warranties specified in this

- Agreement ;
- b) acts or omissions of, negligence, fraud or misconduct by the Service Provider;
 - c) Breach of confidentiality obligations by the Service Provider.
 - d) the fault or negligence of the Service Provider, its, employees, agents, security analysts, consultants, advisors and/or other representatives;
 - e) Breach of obligations of the Service Provider under Digital Personal Data Protection Act, 2023.
 - f) Any services provided by any unauthorized subcontractors engaged by the Service Provider.
- b. In the event of IDBI Bank incurring any loss as stated above, IDBI Bank reserves a right to withhold payments / further payments due to the Service Provider and adjust the same towards the loss incurred by it and inform the same to the Service Provider.
- c. The Service Provider shall be liable to IDBI Bank for all or any claims, damages and expenses of any nature whatsoever arising from any negligent, dishonest, criminal or fraudulent act of any Person assigned by the Service Provider for the performance of the Services under this Agreement and / or for any loss and / or damage caused to the IDBI Bank.
- d. The Service Provider shall be liable for any loss, corruption or restoration of data or software, however caused.
- e. For the purposes of this Agreement, the Service Provider shall include the Service Provider, its personnel, employees, agent, consultants etc .
- f. Survival of Indemnity:
The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

9. LIABILITY OF THE IDBI BANK

In the event of this Agreement is terminated consequent to the non-compliance of the provisions of this Agreement, no further liabilities or obligations shall accrue on IDBI Bank except for any charges due and owing at the time of such termination, for the Services rendered under this Agreement prior to such termination.

In no event shall IDBI Bank be liable for any direct or indirect, special or consequential damages which may arise under this Agreement.

10. TERMINATION OF THE AGREEMENT

a. Termination by IDBI Bank

11.1.1. IDBI Bank shall be entitled to terminate this Agreement without assigning any reasons whatsoever by providing a prior written notice of 30 (thirty) days. The Agreement shall stand terminated on the expiry of the said period of 30 days relieving both Parties of their respective obligations, save such obligations and / or liabilities of the Service Provider that, by their nature, survive the termination of this Agreement.

11.1.2. IDBI Bank shall be entitled to terminate this Agreement:

- a) if the Service Provider fails or refuses to perform the Services in the manner and / or within the time frame agreed in this behalf or abandons the Services or any part thereof; or
- b) if the Service Provider delivers non-conforming Services, in whole or in part; or
- c) if the Service Provider, intentionally or unintentionally, disregards or violates any Applicable Laws, regulations, rules or conditions of any applicable permits; or
- d) if the Service Provider fails to correct defects and deficiencies in any Services in a timely manner; or
- e) if any of the representations or warranties provided by the Service Provider are found to be false or incorrect; or
- f) if the Service Provider breaches any other material term of this Agreement ; or
- g) If a petition for insolvency, winding up or dissolution is filed against the Service Provider or any court receiver is appointed as receiver of all or any of the properties / assets of the Service Provider ; or
- h) If in the opinion of IDBI Bank the interest of IDBI Bank are jeopardized in any manner whatsoever due to default committed by Service Provider.

11.1.1. In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion, provide the Service Provider with written notice of IDBI Bank's intention to terminate for default. In the event the Service Provider does not cure such failure within 30 (thirty) days of such notice, IDBI Bank may, by written notice, forthwith terminate this Agreement.

11.1.2. In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion engage the services of another Vendor for a temporary period and written intimation of such engagement may be given to the Service Provider which shall be binding on them.

11.1.3. In the case of termination of the Agreement, expiration of the term, or otherwise, and without prejudice to any other rights, the Bank may, at its sole discretion, arrange for alternative Services through another Vendor. The Service Provider shall continue to deliver Services in accordance with the terms of the Agreement until new Vendor has fully assumed responsibility for the work. During the transition phase, the Service Provider shall provide all reasonable assistance to new Vendor within the timeframe specified by the Bank, at no additional cost to the Bank, to ensure a smooth transition and continuity of Services. If the existing Service Provider is found to be in breach of this obligation, it shall be liable to pay a penalty of up to the contracted amount, demanded by the Bank, which may be deducted from the payment of unpaid invoices or the Performance Bank Guarantee submitted by the Service Provider, for the contracted period.

- 11.1.4. The payments will be made for all services rendered up to the date of termination becomes effective, as per the terms and prices.

11.2. Consequences of termination

If IDBI Bank elects to terminate this Agreement under the provisions of Clause 11.1.1 above, the Service Provider shall, without prejudice to any other rights or remedies of IDBI Bank in this Agreement or at law or in equity, do one or more of the following :-

- 11.2.1. As directed by IDBI Bank, promptly hand over all monies, materials, data, information, documents, CDs, stationeries, etc. in respect of which IDBI Bank shall have the right of ownership to and / or possession of under the terms of this Agreement or which may have been accumulated by the Service Provider in performing the Services.
- 11.2.2. Any monies, if paid by IDBI Bank to the Service Provider as advances prior to any termination, shall, in so far as they relate to Services not yet rendered by the Service Provider at the time of termination, be forthwith refunded by the Service Provider to IDBI Bank. Upon such notification of termination, the Service Provider shall immediately discontinue performance of the Services (unless such notice of termination directs otherwise).

*In case termination is due to no fault on the part of the Bank, the Service Provider shall pay the compensation of.....to the Bank.**

*The dealing team to decide upon including the clause based upon the approval / nature of project etc

12. SUBCONTRACTING

The Service Provider shall not employ the Services of any sub-contractor directly or indirectly without prior written approval of IDBI Bank.

- 12.1.1. If IDBI Bank grants written approval for subcontracting, Service Provider shall ensure that all subcontractors comply with the terms and conditions of this Agreement, including but not limited to confidentiality, security, and compliance with applicable laws and regulations as noted in this Agreement. Service Provider shall enter into a written agreement with each subcontractor to bind them to the same obligations, standards, and liabilities as set forth in this Agreement. Service Provider shall be solely responsible for the acts or omission committed by its subcontractor, in the Services rendered under this Agreement.
- 12.1.2. Any subcontracting, if permitted, shall not relieve Service Provider of its full responsibility for the performance of its obligations under this Agreement. Service Provider shall remain fully liable to IDBI Bank for the acts, omissions, and performance of its subcontractors, as if such acts, omissions, and performance were those of Service Provider itself.

- 12.1.3. IDBI Bank reserves the right to review, approve, or reject any proposed subcontractor and may require Service Provider to replace any subcontractor whose performance or conduct is deemed unsatisfactory or inconsistent with the terms of this Agreement. The Service Provider shall promptly provide any information requested by IDBI Bank regarding its subcontractors, including qualifications, capabilities, and performance records.
- 12.1.4. In case of subcontracting permitted, the Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. The Service Provider is also responsible for ensuring that the sub-contractor complies with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. The Bank reserves the right to conduct an independent audit in this regard and Service Provider shall cooperate with the Bank for any such Audit conducted.
- 12.1.5. Before engaging a Sub-Contractor, Service Provider shall carry out a due diligence process on subcontracting/sub-contractor to the satisfaction of the Bank, and the Bank shall have access to such records.

12.2. Penalty for Breach:

In the event the Service Provider engages any subcontractor without obtaining the Bank's prior written approval, the Service Provider shall be liable to pay a penalty of [•] [INR XX,00,000] (Rupees [amount in words])* per instance of such unauthorized subcontracting. This penalty shall be without prejudice to any other rights or remedies available to the Bank under this Agreement, including the right to terminate the Agreement with immediate effect. The Bank's decision in this regard shall be final.

12.3. Remedial Actions:

Upon discovery of such unauthorized subcontracting, the Service Provider shall, at its sole cost and risk:

- a) Immediately cease all such subcontracted activities;
- b) Ensure no further unauthorized subcontracting occurs;

Provide the Bank with a complete report of the breach, including actions taken to mitigate associated risks.

12.4. Bank's Right to Audit and Terminate:

The Bank reserves the right to conduct audits to ensure compliance with subcontracting restrictions. Repeated or willful breaches of this clause may be deemed a material breach of the Agreement, entitling the Bank to terminate the Agreement forthwith and seek further remedies as permitted by law.

13. ASSIGNMENT

- a) This Agreement shall not be assigned either fully or in part by the Service Provider to any third party without the prior written consent of IDBI Bank.

- b) If such assignment by the Service Provider is as a result of operation of any laws or court order, then on such assignment IDBI Bank shall have the option to forthwith terminate this Agreement and the Service Provider shall be liable to compensate IDBI Bank for damages suffered by IDBI Bank for what would otherwise have been the remainder of the agreed tenure of this Agreement.
- c) Nothing contained herein shall prevent the use by or the assignment of this Agreement by IDBI Bank.
- d) IDBI Bank shall be entitled to assign/transfer part / all of its rights and benefits under this Agreement to any person or entity without any intimation or notice or consent of / from the Service Provider.

14. INSPECTION/ AUDIT

14.1. IDBI Bank shall at all reasonable times have access to any site where the Service Provider are performing any of the Services and such person shall have the right to inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.

14.2. The Service Provider shall, co-operate with IDBI Bank's, internal or external auditor to assure a prompt and accurate audit. The Service Provider shall also co-operate in good faith with IDBI Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of IDBI Bank's audit report. Such audits or reviews will be at the expenses of IDBI Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Service Provider shall be bound and liable to reimburse to IDBI Bank such discrepancies or overcharges and for the cost of the audit.

14.3. In the event of Reserve Bank of India (RBI) deciding to take up inspection of the services, RBI shall have all the rights of IDBI Bank under this contract for inspection/ audit and Service Provider shall cooperate with RBI/ IDBI Bank to carry out the inspection/ audit.

15. SETOFF

IDBI Bank may deduct or retain out of any monies, which may be due or become due to the Service Provider hereunder or otherwise, any amounts owed by the Service Provider to IDBI Bank hereunder or otherwise.

16. PENALTY

The Service Provider shall be liable to pay monetary penalties to the Bank for delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, provided all required support and approvals are given to the Service Provider in time. IDBI Bank will impose a penalty of [•].% of the monthly amount for each delayed Services, deficient Services or inadequate Services, subject to the ceiling of [•]%. It is

clarified that penalties imposed under and pursuant to the clause from time to time shall not in any case exceed [•] % of the PO value. This clause will survive the expiration, cancellation or termination of this Agreement.

In addition to the above, if any penalty is levied on the IDBI Bank due to delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, the Service Provider shall either compensate the said amount within [•]days of demand by the IDBI Bank without any demur, reservation, contest, recourse or protest; or adjust the same towards the payment due to the Service Provider under written intimation.

17. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

The Service Provider has put in place a comprehensive Business Continuity Plan and/or Contingency Plan / Disaster Recovery Plan ("BCP/DRP") for the purposes of ensuring continued rendering of Services undertaken by Service Provider in the event of any disruption, including but not limited to natural disasters, cyber incidents, power outages, pandemics, or other force majeure events. Further, Service Provider agrees to furnish the business continuity plan and/or contingency plan to IDBI Bank within a period of 07 days from signing of this Agreement.

a. Minimum Requirements:

The Service Provider's BCP/DRP shall, at a minimum: i) ensure restoration of critical services within the Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) as agreed in this Agreement; ii) include clearly defined roles, responsibilities, and escalation procedures; iii) provide for alternate processing arrangements and backup systems sufficient to meet the service levels defined herein; iv) be tested half yearly, with test results documented and shared with the Bank upon request.

b. Notification and Activation:

In the event of a disruption, the Service Provider shall: i) notify the Bank within [X] hours of the occurrence, detailing the nature of the disruption and the estimated time to recovery; ii) immediately activate its BCP/DRP to minimize service interruption and mitigate impact to the Bank's operations.

c. Right to Audit and Review:

The Bank shall have the right to: i) review the Service Provider's BCP/DRP annually or upon significant changes; ii) participate in or observe the Service Provider's annual BCP/DRP tests; iii) require modifications to the BCP/DRP if found inadequate to meet the Bank's risk management standards or regulatory obligations.

d. Subcontractors:

The Service Provider shall ensure that any subcontractors involved in providing Services under this Agreement also maintain appropriate BCP/DRP measures consistent with the obligations set forth in this clause.

e. The Service Provider shall keep back up arrangement of qualified and skilled personnel ("Essential Personnel") who are competent to perform critical operation on-site under this

- Agreement, during exigencies (including pandemic situations or lock downs). The Service Provider shall also ensure to provide uninterrupted Services at all times during currency of Agreement including transition period.
- f. The Service Provider shall cooperate with the Bank for ensuring continuous on site manpower availability even during BCP activation is required

18. COMPLIANCE WITH RBI AND OTHER REGULATORY REQUIREMENTS

The Service Provider shall obtain the necessary regulatory and statutory approvals from the RBI or other regulatory/statutory bodies, if any required, for the Services. Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the RBI or any other regulatory body shall be promptly responded to by the concerned Party. The Service Provider shall ensure to provide / implement all software upgrades as per regulatory guidelines, within the time frame prescribed by regulatory authority. The Service Provider undertakes to comply all the statutory and regulatory requirements under the Applicable Laws in connection with Services including Labour and Industrial Laws. All RBI guidelines on outsourcing shall ipso-facto form integral part of this Agreement and should be read as forming part of this Agreement and the Agreement will stand amended to be in conformity with RBI guidelines or guidelines applicable issued by any other Regulator.

19. STATUTORY REQUIREMENTS AND RIGHT OF INSPECTION BY RBI

- 19.1. The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators (including RBI) and competent authority from time to time. During the tenure of this Agreement nothing shall be done by the Service Provider in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep IDBI Bank indemnified as detailed in clause 9 of this Agreement.
- 19.2. During the term of this Agreement, Reserve Bank of India or one or more of its officers or any person authorized by it shall have the right to inspect the books and account of the Service Provider including but not limited to the documents provided by IDBI Bank, record of transactions, and other necessary information given to, stored or processed by the Service Provider within a reasonable time. The Service Provider shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.

20. OWNERSHIP AND RETENTION OF DOCUMENTS

- 20.1. IDBI Bank shall own the documents, prepared by or for the Service Provider arising out of or in connection with this Agreement.
- 20.2. Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by IDBI Bank, the Service Provider shall deliver to IDBI Bank all documents provided by or originating from IDBI Bank and all documents produced by or from or

for the Service Provider in the course of performing the Service(s), unless otherwise directed in writing by IDBI Bank/ Purchaser at no additional cost.

20.3. The Service Provider shall not, without the prior written consent of IDBI Bank store, copy, distribute or retain any such documents.

20.4. The Service Provider shall preserve all documents provided by or originating from IDBI Bank and all documents produced by or from or for the Service Provider in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of IDBI Bank in this regard.

21. CYBER INCIDENT REPORTING

Upon discovery of any cyber security incident that may materially affect the confidentiality, integrity, or availability of the Bank's data or system, Vendor/Service Provider shall immediately notify the Bank (within 30 Minute) without undue delay.

Email id for cyber security incident reporting to Bank:

ldbivendorcyberreporting@idbi.co.in

22. CYBER SECURITY POSTURE

The Vendor / Service Provider shall comply with the following in case Bank's sensitive data is being processed within its network/premises.

- a. All relevant rules and regulations regarding information security and access control, maintaining confidentiality and documenting access.
- b. All relevant rules and regulations and policies regarding information security and access control, prohibiting access to public external email servers and controlling external emails sent on behalf of the Bank.
- c. Documentation policies and procedures for encryption, safeguarding all sensitive information in accordance with relevant Information Security policies.
- d. Document and test incident response processes and procedures, adhering to all relevant regulatory and statutory guidelines to effectively handle security incidents.
- e. The information security policy, which has been reviewed and approved by management, to meet all necessary standards and requirements.
- f. Maintaining a network diagram depicting the environment of services provided to the Bank, including subcontractors such as Cloud services, along with corresponding access control lists, and a Data Flow Diagram for the service being provided to the Bank.
- g. A comprehensive physical and environmental security program to protect IDBI's resources, including information and documentation etc.
- h. The confidentiality of physical materials shredded when no longer needed

- i. An Information Security and Privacy Awareness Training Program to educate employees and contractors on best practices for ensuring compliance with relevant policies and regulations of the information security.
- j. A comprehensive process for LOG monitoring and detecting network incidents, including deploying and maintaining a Security Information and Event Management (SIEM) system, continuously monitoring network traffic, system logs, and security events, establishing baseline behavior and setting up alerts for anomalous activities, and regularly tuning and updating detection rules and signatures.
- k. Performing periodic vulnerability assessments and penetration tests on their network, servers, and clients to identify and mitigate potential security risks.
- l. Periodically patching their network, servers, and clients to protect against known vulnerabilities.

23. IT OUTSOURCING POLICY

Vendor / Service Provider agrees and undertakes that the Service Provider shall adhere to the RBI (Reserve Bank of India) circular on Master Direction on Outsourcing of Information Technology Services dated November 28, 2025 vide ref no RBI/DOR/2025-26/171; DOR.ORG.REC.No.90/21-04-158/2025-26 and shall not commit any violation or breach of the said RBI Circular.

24. FORCE MAJEURE

- 24.1. The Parties to the Agreement shall not be held liable for non-fulfillment of their obligations under this Agreement, in the event of Force Majeure, strikes or any other unavoidable event that prevents the Parties from carrying out their duties under this Agreement pursuant to judicial orders, regulatory provisions, war (declared or undeclared), terrorist acts, pandemic, earthquakes or any other natural disaster and strikes (Force Majeure).
- 24.2. If a Force Majeure situation arises, the Service Provider shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Agreement, by giving a written notice of minimum 30 (Thirty) days to the Service Provider, if as a result of Force Majeure the Service Provider is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

25. VENDOR RISK ASSESSMENT

Vendor/Service provider should give all support and submit necessary documents for conducting Vendor Risk Assessment to the Bank or the authorized vendor(s) appointed for the purpose of risk assessment, whenever Bank is intending to conduct the Vendor Risk Assessment on periodic basis.

26. MISCELLANEOUS

- 26.1. The Service Provider agrees, represents and warrants that no IDBI Bank, director, employee, representative or agent has received or will receive anything of value of any kind from the Service Provider or its, directors, employees or agents in connection with this Agreement.
- 26.2. Breach of this clause during the tenure of this Agreement will lead to termination of this Agreement no further liabilities or obligations shall accrue on IDBI Bank except for any charges due and owing at the time of such termination, for the Service(s) rendered under this Agreement prior to such termination.
- 26.3. The Service Provider shall provide to the Bank, as and when demanded, all details of data captured, processed and stored relating to the Services.
- 26.4. The Service Provider shall ensure that any data/ information/ documents / records /assets received from the Bank under this Agreement, shall be preserved separately, so as to provide the same as and when sought by Bank / Regulatory Authority.
- 26.5. The Service Provider shall enter into necessary agreement with Original Equipment Manufacturer (OEMs) before providing Services to the Bank.

27. RELATIONSHIP BETWEEN PARTIES

- 27.1. The Service Provider is serving as an independent Service Provider to IDBI Bank hereunder, and this Agreement creates no partnership, pooling or joint venture relationship between the Parties, and no employment relationship between IDBI Bank and the employees, consultants, representatives of the Service Provider.
- 27.2. The Service Provider's personnel, employees, consultants, advisors, etc. have no authority / right to bind IDBI Bank in any manner whatsoever. It is also clarified that the personnel or employees being provided by the Service Provider shall be employed solely by the Service Provider and governed by terms of the employment entered by the Service Provider with them, and Service Provider shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on IDBI Bank by the employees of the Service Provider.

28. ENTIRE AGREEMENT

This Agreement, together with the Annexures and the other documents attached hereto shall constitute the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior oral or written representations, understandings or agreements relating thereto.

Notwithstanding to content hereinabove, all the terms and conditions of this Agreement shall prevail over any previous written agreement/ understanding and/or oral arrangement

between the Parties.

29. HEADINGS

The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Clause to which the title refers.

30. GOVERNING LAW / JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai, subject to clause 6.3 of dispute resolution mechanism.

This agreement shall be applicable for the cross border outsourcing, if any, also and shall be governed by the laws of India.

31. AMENDMENT

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both the Parties.

32. NO WAIVER

The failure of either Party, at any time during the Term hereof, to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

33. SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

PART B – OPERATIONAL PROVISIONS

34. SCOPE OF SERVICES TO BE PERFORMED AND/OR RENDERED

2. Particulars of Statement of Work

The Service Provider shall provide the said Services, in accordance with the Scope of Work / Statement of Work / Service levels appended as **Annexure-II** hereto and any other additional Services mutually agreed by way of written amendments to this Agreement from time to time.

3. Scope of Services

The Service Provider shall provide all professional Services including supervision, assistance, guidance, etc, more particularly detailed in the **Annexure-II** to this Agreement and shall perform all operations and assignments and render all Services as may be necessary and incidental to fulfill its obligations under this Agreement. The Service Provider shall render the Services to the best of its ability and in accordance with Good Industry Practice. Further, all Services necessary and required to satisfactorily fulfill its obligations under this Agreement, shall be deemed to be included in the scope of Services (**Annexure-II**) of the Service Provider. The Service Provider is committed to using its knowledge, expertise, secured control & management system and information database for the purpose and shall provide IDBI Bank access to the Service Provider's knowledge database and other procedures during the term of Agreement. The Service Provider shall facilitate tapping of its pool of employees, consultants, advisors and analyst during the tenure of the Agreement as may be required.

4. Related Documentation / Records

The Service Provider shall maintain and provide all necessary documentation, registers manuals and records (both Electronic & Physical) in connection with the performance and management of Services and other related documents including for complying with all applicable Laws or any statutory requirements.

35. TERM

The term of this Agreement shall be [•]Year from the Effective Date and shall be renewable for a period and terms mutually agreed and communicated in writing unless this Agreement is terminated pursuant to Section 11.1.

36. PAYMENT OF FEES

36.1. Invoicing

- a) IDBI Bank shall pay the undisputed Fees to the Service Provider upon receipt of the Service Provider's original undisputed invoice(s), raised in accordance with the

Billing and Payment Methodology set out in **Annexure-III**.

- b) The Service Provider shall submit its invoice(s) and supporting documents in both soft and hard copy to the office of IDBI Bank at its Chembur office.

37. PAYMENTS

In consideration of the Services, IDBI Bank shall make payment in respect of the undisputed invoices raised and prepared by the Service Provider as per the provisions in **Annexure-III**. The Service Provider shall be responsible for its own as well as its personnel's income tax. The Fees or the rates mentioned in **Annexure-III** are comprehensive and exclusive of all duties, levies, taxes, costs, charges and incidental expenses and are not subject to escalation or any re-openers. Apart from the amounts computed in accordance in **Annexure-III**, no further sums, charges, fees, costs or consideration of any nature whatsoever shall be payable by IDBI Bank to Service Provider in respect of the Services or any portion thereof. All payments made by IDBI Bank to Service Provider shall be subject to requisite statutory deductions. IDBI Bank shall provide to Service Provider on Service Provider's request, the tax receipts / TDS Certificates / other certificates in this behalf so as to enable Service Provider to claim any tax credits.

38. REMEDY OF DEFICIENCY IN SERVICES

If in the opinion of IDBI Bank, the Services have not been performed to the standards as described in this Agreement and as more specifically mentioned in Clause 34, IDBI Bank shall, have the option to require the Service Provider to expeditiously correct any deficiencies in the Services at no cost to IDBI Bank. Deficiencies in Services shall be determined by reviewing the quality and timeliness of the Services. Deficiencies in Services that cannot be resolved by the Parties may be resolved under the dispute resolution procedures set forth in Clause 6 of this Agreement. IDBI Bank shall make reasonable efforts to review the Services on a quarterly basis and the decision of IDBI Bank in this regard in respect of quality and quantity of Services shall be binding on the Service Provider.

39. INSURANCE (*To be incorporated based on requirement of Services / Project*)

The Service Provider shall maintain at its own expense during the Term, adequate insurance coverage including but not restricted to, general insurance coverage, cyber insurance, medical insurance coverage and shall ensure that all such insurance policies remain in force and effect during the provision of the Services by the Service Provider Personnel.

IDBI Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the Services under this Agreement or otherwise, while on IDBI Bank's premises or anywhere. The Service Provider will be solely liable for the aforesaid liability.

The Service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its authorities

40. MONITORING AND ASSESMENT:

- 40.1. The Service Provider shall and undertakes to provide regular updates at such intervals as may be specified by IDBI Bank with respect to services provided in terms of this Agreement.
- 40.2. The Service Provider hereby agrees to ensure high standards of care in performing the Services in terms of this Agreement and IDBI Bank has the right to intervene with appropriate measures to meet legal and regulatory obligations.

41. NOTICES

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

- (i) if delivered by hand and received by an authorized employee of the Party,
- (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery,
- (iii) 7 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 the SERVICE	
	(Name of the SERVICE PROVIDER) Chief Executive Officer, (Address)
	Attn: Shri
	Tel:
	Email:
In the case of IDBI BANK:	IDBI Bank Ltd.
	IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005
	Attn:
	Tel:
	Email:

A Party may change its address and / or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the

terms hereof and the date on which such change will become effective.

42. SURVIVAL

Any provisions of this Agreement which, either expressly or by implication, survive the termination or expiration of this Agreement, shall be complied with by the Parties in the same manner as if the present Agreement is valid and in force.

****In the event of any discrepancies/ inconsistencies between the term of the Agreement, RFP or any Documents executed by the Service Provider, then the terms of the RFP will prevail.**

43. CANCELLATION / SUSPENSION / MODIFICATION OF SERVICES

IDBI Bank may at its sole discretion suspend, cancel or modify all or any portion of the Services not yet performed by providing 30 (thirty) days notice in writing to the Service Provider without assigning any reasons and the Service Provider shall be entitled for payment up to the date of such modification, cancellation or suspension becoming effective.

44. DIGITAL PERSONAL DATA PROTECTION

DPDP posture will be applicable as stipulated in Annexure-I of this agreement

PART C

(Any Amendment to PART A)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date, month and year hereinabove written

Signed and Delivered by M/s. [•]

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>
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Signed and Delivered by **IDBI Bank Ltd**

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>
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ANNEXURE – I

Data Protection clause

1. This Annexure shall form integral part of the Service Level Agreement

2. Definitions

The term “Personal Data,” “Processing,” “Data Principal,” “Data Fiduciary,” and “Data Processor,” shall have the same meaning as defined under Digital Personal Data Protection Act, 2023 (“DPDPA”) and issuance of the Digital Personal Data Protection Rules, 2025 (“Rules”). The terms which are used in this Annexure, however not defined herein, but defined in the DPDPA, shall have the same meaning as defined under the DPDPA and/ or defined under Rules and shall become effective as and when the Rules and regulations, if any, are notified from time to time.

3. Details of Data Processing

3.1. Personal Data shall only be processed by the Data Processor on behalf of and under the explicit instructions of Data Fiduciary as explicitly outlined in the underline contract/scope of work and in consonance with the DPDPA and Rules and other applicable laws/ rules/ regulations/ statutory guidelines. The details of the Processing of Personal Data such as subject matter, nature and purpose of the processing, categories of Personal Data and Data Principals has to be mentioned in the format as prescribed in Schedule 1 to this Annexure (as applicable).

3.2. The Data Fiduciary may issue written instructions in accordance with this Annexure. Without limiting the foregoing, Data Processor is prohibited from selling, sharing, retaining, using, disclosing the Personal Data by way of any known and unknown ways. The Data Processor shall maintain the confidentiality, adequate security measures of the Personal Data and take every steps to keep the Personal Data confidential and protected from compromise. The Data Processor, may only in case of the statutory/ regulatory obligation or to comply with the order of Court of Law situated within the territory of Republic of India, disclose/ process the Personal Data with prior written intimation to the Data Fiduciary/ Bank.

3.2.1. The Personal Data can also be processed in relation to combining Personal Data with other Data, that the Data Processor receives from or on behalf of another person or persons, or collects from its own interaction with the Data Principal, only as permitted and in compliance/ accordance of the applicable data protection laws/ rules with prior written permission to the Data Fiduciary/ Bank.

3.2.2. Data Processor shall provide Data Fiduciary with information to enable Data Fiduciary to conduct and document any data protection assessments required under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Additionally, Data Processor shall notify Data Fiduciary promptly, if in

case the Data Processor determines that it can no longer meet its obligations under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Further, the Data Fiduciary reserves its right to take reasonable and appropriate steps to ensure that Data Processor uses Personal Data in a manner consistent with the Data Fiduciary's obligations under the applicable data protection laws/ rules etc.

4. Data Protection Obligations

- 4.1. Confidentiality: Both parties shall ensure strict confidentiality and not disclose personal data except as allowed under the Annexure or required by law.
- 4.2. The Data Processor must implement appropriate technical, organizational, cloud and physical security measures to prevent unauthorized access, loss, or misuse of Personal Data as outlined in **Schedule 2** to this addendum.
- 4.3. Sub-processing: Engaging sub-processors requires written consent from the Data Fiduciary and provide details of the sub processor as mentioned in Schedule -3*, subject to the conditions stipulated by Data Fiduciary. If in case, the Data Fiduciary provided written consent for engagement of sub-processor, the Data Processor shall have a flow-down arrangement with the sub processor and shall be provided to the Data Fiduciary. The sub-processors shall not have any rights, claims, or entitlements against the Data Fiduciary/Bank on such engagement. Data Processor shall solely be liable for the claim of any type, which will be claimed/raised by the sub processor. The details may be furnished by the Data Processor in the prescribed format – Schedule 3.

5. Rights of Data Principal

- 5.1. The Data Processor shall assist the Data Fiduciary in fulfilling its obligations to respond to Data Principal's rights of access, rectification, erasure, or withdrawal of consent under the DPDPA.
- 5.2. The Data Processor shall maintain Records of Processing Activities (ROPA) and make it available for audit purposes.
- 5.3. The Data Processor shall conduct and maintain Data Protection Impact Assessment (DPIA) of processing activities for audit purposes for Significant Data Fiduciary (SDF).
- 5.4. As between the Parties, Data Fiduciary shall have sole discretion and responsibility in responding to the rights asserted by any individual/ Data Principal in relation to Personal Data under the applicable data protection laws/ rules etc.
- 5.5. Data Processor shall without any delay forward request of the Data Principal to the Data Fiduciary which is received at its' or sub processor's end and also advise the individual to submit their request directly to Data Fiduciary.

5.6. The Data Processor shall extend all necessary and timely support/ assistance to the Data Fiduciary to fulfil its obligation under applicable data protection laws/ rules etc. including to respond to Data Principal's request(s) etc. if any.

6. Data Breach Notification

6.1. The Data Processor without any delay and not later than 24 hours in any case, must inform the Data Fiduciary about any actual or suspected security incident/ data breach of the Personal Data. In furtherance to that, the Data Fiduciary is responsible for promptly notifying the Data Protection Board and affected individuals about such data breach and further cooperate the Data Fiduciary in any obligation of Data Fiduciary under Applicable Data Protection Laws to make any notifications, such as to individuals or authorities.

6.2. . The Data Processor shall take reasonable steps to contain, investigate, and mitigate any security incident, and shall send Data Fiduciary timely information about any security incident, including, but not limited to, the nature of the security incident, the measures taken to mitigate or contain such security incident and the status of the investigation. Data Processor's notification of or response to a security incident shall not be construed as an acknowledgement by the Data Processor of any fault or liability with respect to the security incident.

6.3. Data Processor shall extend its assistance with Data Fiduciary's investigation in regard to such security incident and any obligation of Data Fiduciary under applicable data protection laws/ rules etc. to make any notifications necessary under applicable data protection laws/ rules etc., such as in relation to individuals or supervisory authorities.

7. Privacy by Design and Impact Assessments

7.1. The Data Processor shall implement the principles of Privacy by Design and Privacy by Default in the development and provision of its services.

7.2. The Data Processor shall conduct Data Protection Impact Assessments (DPIAs) for any high-risk processing activities in accordance with the provisions of DPDPA/ as per laid down Rules and shall provide summaries of such assessments to the Data Fiduciary/ IDBI Bank upon request.

8. International Data Transfers

8.1. Cross-border transfer of Personal Data (if agreed by the Data Principal and permitted under the applicable data protection laws/ rules) must comply with the DPDPA's requirements, including securing necessary approvals or implementing mandated safeguards. The details of cross border data transfer must be provided in **Schedule 4**.

9. Audit & Compliance

9.1. The Data Fiduciary is entitled to audit or require certification of the Data Processor's compliance with this Addendum at regular intervals.

- 9.2. Data Processor shall implement and maintain appropriate technical and organizational data protection and security measures designed to ensure security of Personal Data.
- 9.3. Data Processor shall implement and maintain as a minimum standard the measures set out in **Schedule 2**.
- 9.4. With respect to any audits under this Annexure, the Data Processor agree that all such audits shall be conducted:
- 9.4.1. upon reasonable written notice to Data Processor;
 - 9.4.2. only once per year; or as found necessary by Data Fiduciary
 - 9.4.3. only during Data Processor's normal business hours.
- 9.5. To conduct such audit, Data Fiduciary may engage a third-party auditor subject to such auditor complying with the requirements under DPDPA and provided that such auditor is suitably qualified and independent of the Data Processor.
- 9.6. To request an audit, Data Fiduciary will inform about the proposed audit plan to Data Processor for at least two weeks in advance of the proposed audit date. Data Processor shall work cooperatively with Data Fiduciary / auditors for conduct of an audit report.
- 9.7. Data Fiduciary will promptly notify the Data Processor of any non-compliance discovered during the audit.
- 9.8. Data Fiduciary will bear the costs for any audit initiated by Data Fiduciary.
- 9.9. Upon request, Data Processor shall provide to Data Fiduciary documentation reasonably evidencing the implementation of the technical and organizational data security measures in accordance with the industry standards. Data Processor shall provide data protection compliance certifications issued by a commonly accepted certification issuer which has been audited by a data security expert, or by a publicly certified auditing company. If the requested audit scope is addressed in such a certification produced by a qualified third-party auditor within twelve (12) months of Data Fiduciary's audit request and Processor confirms there are no known material changes in the controls audited, Data Fiduciary agrees to accept those findings in lieu of requesting an audit of the controls Personal by the report
- 9.10. Data Processor shall audit its sub processors on a regular basis and shall, upon Data Fiduciary's request, confirm their compliance with applicable data protection laws/ rules etc. and the sub processors' contractual obligation.
- 9.11. If any urgent audit is warranted either by regulator or guidelines, Data Processor must cooperate fully with such assessments.

10. Term & Termination

10.1. This Annexure is effective for the duration of data processing under the Service Level Agreement.

10.2. Upon cessation, the Data Processor shall, at the fiduciary's instruction, return (in a format or manner advised by Data Fiduciary) or erase all personal data and provide a certificate of destruction / erasure, except as required by law.

11. DELETION AND RETURN

11.1. Data Processor including sub processor (if in case sub processing allowed by the Data Fiduciary) shall, within thirty (30) days of the date of termination or expiry of the Service Level Agreement, unless otherwise required by applicable laws (a) if requested to do so by Data Fiduciary within that period, return a copy of all Personal Data or provide a self-service functionality allowing Data Fiduciary to do the same; and (b) delete all other copies of Personal Data processed by the Data Processor or any sub processors.

12. Liability & Indemnification

12.1. The Data Processor shall indemnify and hold harmless the Data Fiduciary from and against all losses, claims, damages, fines, penalties (including penalties imposed by Data Protection Board of India in case of data breaches), or costs arising from Data Processor's breach of this Annexure or the DPDPA/ Rules/ and other applicable data protection laws/ rules etc. Nothing in this Annexure shall limit the Data Processor's liability (including arising out of the act(s) of the sub processor) for data breaches involving intentional misconduct, gross negligence, or wilful violation of applicable data protection laws/ rules.

13. DEIDENTIFIED DATA

If the Data Processor receives de-identified Data from or on behalf of Data Fiduciary, then Data Processor shall:

- (a) take reasonable measures to ensure the information cannot be associated with a Data Subject; and
- (b) process the de-identified Data solely in de-identified form and not to attempt to re-identify the information.

SCHEDULE - 1 –

Description of Processing Activities (data types, categories, and purposes)

Sr. No.	Description of Processing Activities	Details (to be filled by Parties)
11.	Data Fiduciary	[Name and contact details]
12.	Data Processor	[Name and contact details]
13.	Purpose(s) of Processing	[Specify: e.g., payroll, marketing, support, IT services, etc.]
14.	Categories of Data	[e.g., employees, customers, vendors, website users, etc.]
15.	Categories of Data Principals	[e.g., employees, customers, vendors, website users, etc.]
16.	Processing Operations	[e.g., collection, storage, analysis, transfer, deletion, etc.]
17.	Retention Periods	[Specify duration for each type/activity, or state “until purpose served”]
18.	Legal Basis	[e.g., consent, contract, legal obligation]
19.	Third-Party Recipients	[Names/types and purposes of any recipients or sub-processors]
20.	Data Transfer Locations	[Countries outside India, if applicable]

SCHEDULE 2

Technical and Organizational Security Measures

Data Processor shall implement and maintain the following technical and organizational measures for all Personal Data processed by the Data Processor:

1. Asset Management
 - a. The Data Processor shall maintain an inventory of all media on which Personal Data is stored. Access to the inventories of such media shall be restricted.
2. Human Resources Security
 - a. Confidentiality of personnel: Data Processor shall ensure that all personnel understand their responsibilities and obligations related to the processing of Personal Data. Roles and responsibilities are clearly communicated during the pre-employment and/or induction process.
 - b. Data Processor requires all project personnel to complete standard data protection trainings.
 - c. Data Processor ensures that all personnel are adequately informed about the security controls of the IT system that relate to their everyday work. Personnel involved in the processing of Personal Data are also properly informed about relevant data protection requirements and legal obligations through regular awareness campaigns.
 - d. Data Processor shall inform its personnel about relevant security procedures and their respective roles.
3. Physical and Environmental Security
 - a) The physical perimeter of Data Processor's IT system infrastructure is not accessible by non-authorized personnel.
 - b) The Data Processor shall only allow authorized individuals to access facilities where information systems that process Personal Data are located.
 - c) All personnel shall be registered and required to carry appropriate identification badges.
 - d) Communications and Operations Management
 - e) The Data Processor shall maintain Access Control Lists (ACLs) for network devices.
4. Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.
 - a) Access to network devices for administration shall require a minimum of 128-bit encryption.
 - b) Network, application, and server authentication passwords shall meet internal complexity guidelines.
5. Vulnerability Assessment (VA) and Penetration Testing (PT) by CERT-In empanelled organization
 - a) The Data Processor shall have vulnerability assessment and penetration testing exercises conducted on a regular basis but not later than 06 months.

- b) The Data Processor shall have anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data, including malicious software originating from public networks.

6. Data Deletion and Disposal

- a) Upon completion, project team members shall return or destroy and provide certificate of destruction, if any Personal Data that is in his or her possession.
- b) Data Processor shall destroy hard copies containing Personal Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.

7. Back-up

- a) Backup and data restore procedures are defined, documented and clearly linked to roles and responsibilities.
- b) Backups are given an appropriate level of physical and environmental protection consistent with the standards applied on the originating data.

8. Data Recovery Procedures

- a) The Data Processor shall have specific data recovery procedures in place designed to enable the recovery of Personal Data being maintained in its systems.
- b) The Data Processor shall conduct regular software updates and security patches

9. Access Control

- a) **User Access Management**
 - i) The Data Processor shall implement user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to all Data Fiduciary systems, Personal Data and all internal applications used during the course of the project, and designate an appropriate authority (as defined by the engagement) to approve creation of new user ID, or elevated level of access for existing ID.
 - ii) The Data Processor shall revoke access for personnel departing the engagement within two business days of departure, or in compliance with contractual obligations, whichever is sooner.
 - iii) Where applicable, the Data Processor shall provide access for project personnel and other applicable personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.
 - iv) When applicable, the Data Processor shall logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.
 - v) The Data Processor shall provide each individual accessing a system or application with a unique user ID and password. Prohibit user IDs and passwords from being shared.

- b) Password Management
- i) The Data Processor shall ensure electronic communications of passwords must be encrypted using at least a minimum of 128-bit encryption.
 - ii) The Data Processor shall require initial user passwords to be changed during the first logon and prohibit user IDs and passwords from being shared.
 - iii) Where authentication mechanisms are based on passwords, the Data Processor shall require that the passwords are renewed regularly.
 - iv) When granting access or assigning user roles, the “need-to-know principle” shall be observed in order to limit the number of users having access to Personal Data only to those who require it for achieving the processing purposes.

10. Network/Communication security

- a) Whenever access is performed through the Internet, communication is encrypted through latest cryptographic protocols.
- b) Traffic to and from the IT system is monitored and controlled through Firewalls and Intrusion Detection Systems.

11. Encryption

- a) The Processor shall encrypt transmissions of Personal Data between the parties using a minimum of at least 128-bit encryption.
- b) Mobile phones and tablets shall be protected via a mandatory PIN, restrictions on amount of email that can be stored on the device, and a remote wipe capability.

12. Business Continuity Management

- a) The Data Processor shall maintain emergency and contingency plans for the facilities in which the Parties’ information systems that process Personal Data are located.

SCHEDULE 3**List of Authorized Sub-Processors****

Sr No.	Sub-Processor Name	Services Provided	Location	Data Categories Processed	Safeguards Employed
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****Parties must update this schedule promptly as sub-processors are added or removed.**

SCHEDULE 4

Cross-Border Data Transfers

Sr. No.	
Transfer Mechanism	
Data Categories Involved	
Destination Country	
Safeguards/ Legal Basis	
Standard Contractual Clauses	
Adequacy, Consent	
Data types	
Country	Description/ Reference

Describe procedures/standards used to ensure compliance with DPDPA's cross-border transfer rules

ANNEXURE - II

SCOPE OF WORK

ANNEXURE - III

FEES & PAYMENT METHODOLOGY

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