



Registered office: 1st Floor, Khivraj Complex 1,
No 480, Anna Salai, Nandanam, Chennai-600 035
Website: www.indbankonline.com

REQUEST FOR PROPOSAL (RFP)

For

**Supply, Installation, Implementation & Maintenance of Trading
Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied
Products/Modules with Managed Service**

RFP Ref No. IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

Pre-Bid Meeting	04/12/2020 at 03:00 PM
Last Date for receipt of bids	17/12/2020 at 03:00 PM
Date and time of opening Technical Bids	17/12/2020 at 03:30 PM

1. Brief Details of Bid

1)	Tender Reference Number and Date	RFP No. IBMBS/RO/RFP/01/2020-21 dated 25.11.2020
2)	Last date for seeking Pre-bid clarifications/ queries through email admin@indbankonline.com rajkumar@indbankonline.com avpchennai@indbankonline.com	01/12/2020 by 5:00 PM
3)	Pre Bid meeting	04/12/2020 at 3:00 PM
4)	Last Date & Time for submission of Bids in Offline Mode	17/12/2020 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	17/12/2020 at 03:00 PM to be submitted to The Vice President Indbank Merchant Banking Services Ltd, Registered office: 1 st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai-600 035.
8)	RFP Cost (Mode of submission:Offline form of DD/ Online fund transfer)	Non-refundable Rs.10,000/- (Rupees Ten Thousand Only), in the form of DD favouring "Indbank Merchant Banking Services Ltd". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 420171569 Account Name: Indbank Merchant Banking Services Ltd IFSC Code: IDIB000N078 Branch: Nandanam



9)	Date of opening of Technical (Part I) Bids (Offline) & Conformity to Eligibility Criteria	17/12/2020 at 03:30 PM Indbank Merchant Banking Services Ltd Registered office: 1 st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai-600 035.
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.

This RFP document can be downloaded from the website: <https://www.indbankonline.com/> Clarifications, Modifications and Date Extensions, if any, will also be posted on the ~~same~~ website.

Note:

1. This tender document is the property of Indbank Merchant Banking Services Ltd & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above or announced in the corporate website.
3. The above-mentioned dates are indicative; the dates can be changed by the Company at its discretion. The same would be published in the official website (www.indbankonline.com)



DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") provided to the Bidders, by Indbank Merchant Banking Services Limited (hereinafter referred to as "IBMBS") on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein



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A. INTRODUCTION**1. ABOUT THE COMPANY**

Indbank Merchant Banking Services Limited (IBMBS) was incorporated in the year 1989 as a subsidiary of Indian Bank engaged in Merchant Banking, Stock broking, Depository Participant and allied activities for three decades. IBMBS is a member of National Stock Exchange and Bombay Stock Exchange and also registered with NSDL as a Depository Participant. IBMBS is also registered with Association of Mutual Funds of India (AMFI) for distribution of Mutual fund products as part of its broking business

2. DEFINITIONS

'RFP' means this Request for Proposal prepared by Indbank Merchant Banking Services Ltd for selection of Vendor for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules and Co-location Hosting with Managed Service.

'Bidder' means a vendor submitting the proposal in response to this RFP.

Company means Indbank Merchant Banking Services Limited (IBMBS)

1. This Front Office enabling the company to provide feature rich secondary market trading facilities (equity, derivatives and other segments) to retail clients / dealers. This is expected to include (but not restricted to) web client logins, mobile phone based applications, dealer logins and desk top based applications, Mutual Fund, IPO (Online ASBA), Portfolio tracker etc.

2. Integration of multiple DP (NSDL, CDSL), Back office integration with existing back office solution "Sharepro" from M/s Standard Software Pvt Ltd and different payment gateways (multiple banks) for facilitation of trading / investments in various asset segments including secondary markets

'Contract' means the agreement signed by successful bidder and IBMBS on the conclusion of bidding process, wherever required.

'Successful Bidder' means the bidder who is found to be the highest for combined technical with commercials evaluation after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.



3. ABOUT REQUEST FOR PROPOSAL (RFP)

Indbank Merchant Banking Services Ltd. (herein after referred to as The Company), a subsidiary of Indian Bank (a Public-Sector Undertaking), intends For Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service. The Company is inviting the Firms/organizations/institutions etc (referred in the document as Bidder), to offer proposal for providing end to end solutions for setting up the aforesaid activities.

This Request for Proposal (RFP) will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and place Purchase Order on successful Bidder.

The successful bidder has to Supply, Install, Configure, Implement and maintain the entire Front Office solution, System Software, Application Licenses for all required components/Modules.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. IBMBS also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

Please note that the features / facilities sought are indicative and not limited to the ones mentioned in this document. Indbank Merchant Banking Services Ltd (hence forward referred to as "the Company") is open to solutions offering more features / products with newer / better technology to improve vertical and horizontal scalability.

The vendors are required to guarantee a solution support including AMC and other technical support for a minimum of 5 years from the go live date. Support would interalia entail modifications for regulatory reasons, development of new features, new company acquisition, merger and other support to maintain and improve performance, competitiveness.

POINTS TO NOTE

1. The information / details / documents / provided by the Vendor in response to this Request For Proposal (RFP) will become the property of ("the Company").
2. The Company reserves the right to amend, rescind, modify or reissue this RFP and all amendments will be advised to the vendor(s) vide an email and such amendments will be binding upon them. The company also reserves the right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever.
3. Commercial Bids will be compared and evaluated based on the technical bids received and the technical features being offered by the vendors.
4. In case the Company opts not to migrate to some of the new applications for which the RFP is issued, the new applications being procured (if any) vide this RFP will need to be integrated with the existing applications being used by the Company.



5. The trading engine solution is expected to be integrated with multiple funds DP payment gateways for real time transfer / lien as well as the existing Back office being used by the Company. The details of the Back office application deployed at the company will be provided to the vendors at their request.
6. Under exceptional circumstances, the Company reserves the rights to negotiate the terms and conditions with vendors offering best features, support / lowest price.
7. The Company reserves the right to cancel the entire RFP process at any point of time without assigning any reason whatsoever and restart the same at a later point of time

4. PARTICIPATION METHODOLOGY.

In a tender, the partner/ distributor / System Integrator on behalf of the Main Company (Original software Solution Provider) or Original software Solution Provider itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

If a partner / distributor / System Integrator bids on behalf of the Original software Solution Provider, the same partner / distributor / System Integrator shall not submit a bid on behalf of Original software Solution Provider in the same tender for the same item / product.

In the event partner / distributor / System Integrator fails in their obligations to provide the product upgrades (including regular software upgrades and new product feature releases) within 30 days of release / announcement, the Original software Solution Provider should assume complete responsibility on behalf of the partner / distributor / System Integrator to provide the same to the Company at no additional cost, and this update will be directly deployed at the Company's premises.

5. INVITATION FOR BIDS:

IBMBS invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (RA)' placed in separate closed sealed covers for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

5.1. Other details related to bidding:

Application Money	Rs 10,000/-
Address for pre-bid meeting and opening of bids	Venue - Indbank Merchant Banking Services Ltd Registered office: 1 st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai-600 035.
Email id	admin@indbankonline.com avpchennai@indbankonline.com rajkumar@indbankonline.com



Pre-bid Meeting- Bidders has to send their queries only through email to the above-mentioned email-ids before the date mentioned above. The consolidated queries received from all the bidders will also be uploaded in our website www.indbankonline.com. Bidders can depute one Authorised person as their representative for the pre-bid meeting. The representative has to submit an authority letter duly signed by the bidder, authorizing him to represent and attend pre-bid meeting on behalf of the bidder.

5.2. Bid validity period and pricing:

- 5.2.1. The bid should hold good for a period of 90 days from the last date of submission.
- 5.2.2. The best and firm price should only be quoted. Escalation in price quoted is not permitted for any reason whatsoever. Prices quoted must be firm till complete execution of contract.
- 5.2.3. The Company reserves the right to accept or reject in part or full or any /all the proposals without assigning any reasons thereof and without incurring any liability to the bidders or any other party.
- 5.2.4. The Company also reserves the right to cancel the bid in case it is found at a later date that the details furnished by the bidder are false and also to take action against such bidders for any damages that may be caused to the Company.
- 5.2.5. The Company will have the liberty, to short list suitable bidders who meet the Company's requirements, from the responses received.
- 5.2.6. The Company reserves the right to negotiate the price with the successful bidder after opening of financial bid.
- 5.2.7. Bids must be received by the Company at the address specified, no later than the date and time specified in the Invitation to Bid.
- 5.2.8. The Company may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Company and bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

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

5.3. Modification and Withdrawal of Bids:

- 5.3.1. 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 Company, prior to the deadline prescribed for submission of Bids.
- 5.3.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 5.3.3. No Bid shall be modified after the deadline for submission of Bids.
- 5.3.4. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form.



5.4. Bid Opening and Evaluation**5.4.1. Opening of Bids by the Company**

The bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security declaration and such other details as the Company, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

- i) The Part A- Conformity to Eligibility Criteria** shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule:-

Date	Day	Time	Venue
18/12/2020	Friday	3:30 PM	Indbank Merchant Banking Services Ltd Registered office: 1 st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai- 600 035.

Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format attached (Annexure -1.5).

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

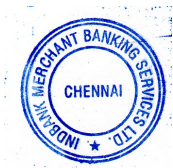
Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the company and with full signature.

5.5. Bid System Offer

This is two bid systems which have following 3 (Three) parts:

- Part - A - Conformity to Eligibility Criteria - Indicating their compliance to Eligibility Criteria.
- Part - B - Technical Proposal- indicating the response to the Online Front Office Trading solution.
- Part - C - Commercial Bid (RA)- furnishing all relevant information required as per Bill of Material (Software & License charges).

If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Company at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.



The Part A includes Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The Part B- Technical Proposal of only those bidders who qualified in part – A Conformity to Eligibility Criteria will be opened with due communication by the Company.

The Commercial Bid (Indicative) of only those bidders who qualified in Part B-Technical Proposal will be reckoned for arriving at L1 if required by Reverse Auction process.

Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

5.6. Clarification of Bids

During evaluation of the Bids, the Company, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

5.7. Preliminary Examination

The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

The Company may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

The Company will first examine whether the Bid and the bidder is eligible as per the terms and conditions prescribed in the RFP, such as those concerning Bid Security declaration, Applicable Law, Performance Security, Qualification Criteria, Insurance, AMC and Force Majeure will be deemed to be a material deviation. The Company's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Company reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

If a Bid is not substantially responsive, it will be rejected by the Company and may not subsequently be made responsive by the bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

The Company may at its discretion increase the requirement and place orders subsequently within the validity or the extended validity of the bid.



6. EXISTINGINFRASTRECTURE:

S. No.	SOLUTION	PROVIDER
1	FRONT Office –Web based trade, Dealer terminal, Mobile app, Desktop EXE, Portfolio tracker, RMS	NSE- NEAT and NEAT on Web (NOW)
2	Back Office – Sharepro –Share Pro Exe &web application, contract note solution, back office reporting, etc	M/s Standard Software Pvt Ltd

7. REQUIREMENTDETAILS

Detailed Technical Specification for the above proposed requirement is furnished in the RFP. All the Software solution provided for RFP should have support and validity for minimum 5 years from the date of Go Live of the solution.

The Company reserves the right to increase or decrease the requirement of purchase in respect to the modules/ licenses count specified in this RFP at the same rate arrived at on the Terms and Conditions.

8. SCOPE OF WORK

The Scope of the work is Supply, Installation, Implementation & Maintenance Of Trading Front Office (Dealer and Client EXE),Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

- 8.1. The scope of the Services and Maintenance support and validity for minimum 5 years from the date of Go Live of the solution.
- 8.2. The successful Bidder should maintain the entire software, hardware solutions and modules for all the agreed period between both parties.
- 8.3. The successful bidder should provide all required integration to the front end software.
- 8.4. The company bound to provide leased line connectivity from Exchange to Data Center.
- 8.5. The successful Bidder should provide minimum bandwidth of 10Mbps to all other connectivity.
- 8.6. The successful Bidder shall implement solution items at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Company after finalizing the bidder.
- 8.7. The Company reserves the right to change location by giving prior notice for implementation. The bidder should provide support on-site and remotely as per the requirement.
- 8.8. The successful Bidder should attend to re-installation/reconfiguration of Servers due to any reason like OS upgradation, hardware change in Servers etc.
- 8.9. The successful Bidder has to carryout code/features upgrade in solution and modules as and when required by the Company during the entire period.
- 8.10. The successful Bidder has to carryout primary and backup setup installation of software, application and configuration. After installation, the bidder has to ensure that the configured backup setup is running properly and restorability of same is to be



tested periodically. Bidder has to provide proper documentation and to be handed over to the Company.

- 8.11.** The successful bidder has to migrate all required Data from existing solution to proposed new solution and ensure the setup is working flawlessly in new environment without any data loss and company operational loss.
- 8.12.** The successful bidder should support in all DC-DR drill, mock support & all audit related data requirement.
- 8.13.** All patch update, firmware update and patch management have to be taken care and setup with confirmation as required.
- 8.14.** The successful Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc with prior testing.
- 8.15.** The successful Bidder should ensure to provide complete hands-on training which includes installation, deployment, management, technical matters, troubleshooting as well as functions features and solution without additional charges and onsite support/remote support as and when required on priority to the Company employees.
- 8.16.** The successful Bidder should have to provide onsite resource to manage and maintenance the complete proposed solution end to end after successful project signoff (Go Live) for minimum **3-month** Period with no extra cost which can be extended as per the request of the Company
- 8.17.** The successful bidder is also required to support in installation of the solution for the near site/DC/DRC, if made set up at a later date with no extra cost.
- 8.18.** Any changes in the statutory guidelines (like, GoI/SEBI/RBI/Exchange etc), relating to Trading process, should be carried out by the successful bidder at no extra cost.
- 8.19.** The Bidder has to make the necessary changes in the configuration as directed by the Security Team of the Company after Security audit like VAPT, Code Audit etc, without disturbing the production and existing Backed up copies at no extra cost.
- 8.20.** The Successful Bidder is required to provide user guide documents for all the software solutions provided for Dealer, RMS, Back Office, Client, etc.,

9. DELIVERY SCHEDULE

The products and/or Systems and/or Services covered under this bid are to be supplied, installed and commissioned within the period mentioned in RFP. No credit will be given to early deployment. For delayed deliveries the penalty of 0.5% of the Bid price per week will be levied as per the timeline promised by bidder.

10. LOCATION

The location for the project execution would be Chennai or any place decided by the Company at any stage of RFP. However, the Company will not pay any boarding, lodging, travel and miscellaneous expenses towards travel if required any during implementation.



B. BID PROCESS

The Company will scrutinize the bids, to determine whether they are complete, whether any errors have been made in the bid, whether required technical documents have been properly furnished and signed, and whether the bids are generally in order. The Company reserves the right to reject any bid not conforming to the requirements.

A Committee constituted by the Company shall evaluate the technical Bids and the decision of the Committee regarding acceptance of any or rejection of any or all the technical bids shall be final and binding.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Company does not accept the correction of the errors, the bid will be rejected.

During evaluation of the bids, the Company may, at its discretion, ask the bidder for clarification, if any, of its bid. The request for clarification and the response shall be in writing / email and no change in the prices of substance of the bid shall be sought, offered, or permitted.

11. PREPARATION OF BIDS

The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.

The three parts as stated above should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **For Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), and Allied Products/Modules with Managed Service** in response to RFP No. IBMBS/RO/RFP/01/2020-21 dated 25.11.2020. (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely The Vice President, Indbank Merchant Banking Services Ltd, Registered office: 1st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai-600 035.

All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.



11.1. Part A- Conformity to Eligibility Criteria:

Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

The Conformity to Eligibility Criteria as per Annexure-1.3 among others must contain Demand Draft towards the Application Money as per the Clause 5.1. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Annexure 1.3.

The Placement of Application Money in other than Conformity to Eligibility Criteria will make the bid liable for rejection.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "For Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service for RFP Ref No: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020.

11.2. Part B-Technical Proposal:

Technical Proposal should be submitted as per the format in Annexure 2.1 relevant technical details and documentation should be provided along with Technical Proposal.

It is mandatory to provide the technical details of the Solution required by the Company in the exact format of Annexure 2 of this tender.

The offer may not be evaluated and may be rejected by the Company without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

The Company shall not allow / permit changes in the technical specifications once it is submitted.

The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

The Technical Proposal should be complete in all respects and contain all information sought for, Material Specification for Managed Service must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal



should be complete and should cover all products and services.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART B Technical Proposal for RFP Ref No IBMBS/RO/RFP/01/2020-21 dated 25.11.2020" For Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service".

11.3. Part C-Commercial Bid:

Commercial Bid (Indicative) should be submitted as per the instruction in Appendix-C.

Commercial Bid (Indicative) shall be submitted as per the prescribed format and other terms and conditions of RFP on prices. The Commercial Bid (Indicative) should give all relevant price information. Any deviations from the Material Specification for Managed Service and non- submission of prices as per the format shall make the bid liable for rejection.

Under no circumstances the Commercial Bid (Indicative) should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid (Indicative) in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.

The indicative Material Specification for Managed Service (must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid (Indicative), except that the Technical Proposal should not contain any price information. Any change in the Material Specification for Managed Service format may render the bid liable for rejection.

Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Company.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C Commercial Bid (indicative) for RFP Ref No: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020" For Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.



12. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be enclosed
1.	The Bidder must be an entity registered as a corporate body / Public or Private Ltd company / Public sector unit / Partnership Firm / LLP / Proprietorship firm / LLC under the laws of the country in which it is incorporated and have office in India or / and an autonomous Institution approved by GOI / RBI promoted	Copy of certificate of incorporation / registration / License and any other relevant document issued by competent authority etc.,
2.	Should be in existence for at least 5 years as on 31st March 2020 (in case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier / original Partnership firm / Limited company can be taken into consideration)	Audited Annual Report, Certification of Incorporation, Certificate of commencement of business, license etc. and any other relevant document issued by Competent Authority to be submitted as proof
3.	The bidder Shall be a Original Software solution provider OR An Authorised distributor & system integrator	If the applicant is an Original Software solution provider, Bidder should have developing & testing facilities as International Standards and should enclose the details of the locations where the Offices are available. If the Bidder is an Authorised distributor & system integrator, an authorisation letter from their Original Software solution provider to deal / Market their Product in India and it should be valid for a minimum period of 6 (Six) years from the date of submission of the Bid. Distributor Certificate.
4.	Vendor should have at least 5 clients with whom the solution offered has been successfully operational for at least 2 year, with a minimum of 1000 concurrent users. Weightage will be given for those who have implemented solutions in Public sector/Govt companies.	Self-Declaration & certificate of installation from the clients.
5.	The bidder should have already been awarded contract and performed such solution setup and work for at least one Company in India or foreign Company/firm (for their offices in India) or broking house (public / private limited companies) The vendor is required to have a strong technical support team at Chennai where our operations will be located.	Client references for successfully completed assignments. Resource details for Project Management with educational qualification, past records and expertise
6	The Bidder should not be a blacklisted / debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions	Bidder should submit declaration to this effect.
	The Bidder must be a profit-making organization for the last three financial years	The Bidder must submit duly certified audited copies of their Annual Accounts, including Balance Sheet, P&L Account and Audit Report, for the last three financial years
7	Bidder should be having minimum accreditation of ISO: 9001:2005	Bidder should provide Valid ISO Certificate



13. Performance Security

- a. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Company the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 63 months with further one-month claim period, in the format enclosed (Appendix-A).
- b. The performance security submitted by the supplier shall be invoked by the Company as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- c. The performance security will be discharged by the Company and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award, in which event the Company may call for new bids.

14. CLARIFICATION OF OFFERS

During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the Company and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Company.

The Company may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Company reserves the right for such waivers.

15. EVALUATION OF BIDS

15.1. Technical Evaluation: Technical evaluation will be considered on the basis of the following:

- i. Bidder's eligibility criteria, technical eligibility mentioned in the RFP.
- ii. Terms and conditions and scope of the RFP.

15.1.1. Only those bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Company for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

15.1.2. The Company may use the services of external consultants for technical evaluation.

15.1.3. The company reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos



- of the system and verify functionalities, response times, etc in which all the travelling/lodging etc. expenses will be borne by the Company.
- 15.1.4. The Company will undertake the evaluation on the responses provided by the bidder in the Format
 - 15.1.5. Company reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Company's opinion it is found to be minor deviation or acceptable deviation.
 - 15.1.6. Material Specification for Managed Service submitted along with Technical Bid will be first evaluated and if the Company, during the evaluation, deems it fit, may request bidder to revise the Material Specification for Managed Service submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.
 - 15.1.7. During evaluation of the Bids, the Company, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
 - 15.1.8. Scores will be allotted as per evaluation matrix finalized by a Committee constituted by the Company. Bidders who achieve overall score as determined by the company from the overall score and will qualify for the next stage of evaluation (i.e. financial bid evaluation).

15.1.9. **Technical Eligibility:**

Sr No.	Product Features
1	Online Trading Facility with Web portal
2	Online Trading Facility for Dealer terminal -Trade Over Phone / Call Center Support
3	Online Trading Facility with desktop EXE based application
4	Online Trading Facility with mobile app in Android and IOS.
5	Portfolio tracker service in all online trading platform – Web, EXE, Mobile
6	Mutual Fund service in all online trading platform with all functionality and RTA – Web, EXE, Mobile
7	Online ASBA service in all online trading platform – Web, EXE, Mobile
8	Automation in EOD, BOD process
9	OFS and SLBM, NCD, Bond platform
10	Full fledged RMS module for detail reporting and live monitoring and management
11	Auto square off feature in trading solution
12	Non- Dependency on particular hardware platform



Detailed Product Feature requirement: -

Solution should have all basic and essential features for trading platform like buy/sell/cancel modify of orders. Margin allotment and utilization reports, Holding Stock view and reports etc etc.

EXCHANGES

The system should be capable of supporting / integrating with the exchanges listed below; the interface should provide for live prices, order entry – during and post market hours, settlement etc. These exchanges and any other introduced in the future should be available as pick & choose add-ons.

- NSE
- BSE
- MCX
- MCX SX
- NCDEX
- SME platforms of NSE and BSE.
- Auction trade segment access on NSE & BSE.
- Ability to integrate with a third party application for access to international exchanges as and when required / allowed by the regulators.

DELIVERY CHANNELS & USER ACCESS

We need the following channels & access mediums to be provided for. The delivery channels are not restricted to those listed below,

- Online web client end access.
- Online NRI trade access with specific NRI / PIS based requirements taken care of.
- Dealer Terminals allowing trades on behalf of all or select client group.
- Trade Over Phone / Call Center Support preferably integrable with TPIN based IVR with our existing Avaya.
 - Investor Terminal (client terminals with access to MFs, Bonds, IPOs etc. i.e. non secondary market equity products.)
 - Desk top and mobile based application.
 - iOS support (iphone and ipad compatibility)
 - Android support for mobiles, tablets, phablets.
 - Multi Browser compatility with automatic screen resolution adaptability to (including but not restricted to) Internet Explorer (version 6 and over till the latest), Safari Mac, Safari, Mozilla Firefox, Google Chrome etc.



RISK CONTROL / CLIENT ACCESS CONTROL

The system should enable grouping of clients in various categories based on client features, trading preferences, segment access, product features and pricing. Solution should also support configuration of access to various stock exchanges, product segments and products as per the client's requirement / preferences as well as to various delivery channels. All relevant risk control measures to manage the features / facilities listed above should be available

The solution should be capable of allowing clients with limits / capital management based on multiple parameters; should be capable of monitoring trades, orders, exposures etc. on real time basis. The solution should be able to interface with exchanges for VAR margin files and margin calculations using SPAN files.

The solution should be capable of monitoring real time mark to market valuations as well as EOD MTM of positions held by clients. There should be a possible facility to send out automated trade alerts to the client vide an email or SMS.

DESIRED FUNCTIONAL REQUIREMENTS FOR INTEGRATION

Please note the functional support / requirements listed below are indicative /desired and not complete list.

The solution should allow

- Multiple Demat and bank accounts to be tagged to a trading account with all funds and stocks transfers reflecting as a cumulative figure in the trading account.
- Different payment gateways (multiple banks) for facilitation of trading / investments in various asset segments including secondary markets
- The solution should be able to generate various files in customised formats for EOD / BOD as required by various associate banks and payment gateways.
- And Other Integration

All the required integration with existing DP and back office software with single sign on.

Scoring Methodology:

The technical scoring of the proposals will broadly on the following criteria:

SR	Evaluation Parameters	Maximum Marks
1	Standing of the company	10
1.1	10 years and above	10
1.2	Between 5 To 10years	6
1.3	Between 3 To 5 years	3



2	Experience in Virtualization The Bidder should have experience and expertise in setting up Front office solution PSU /Pvt broking houses (Public / Private Limited Companies). Weightage will be given for those who have implemented solutions in Public sector/Govt companies. Self-Declaration & certificate of installation from the client as valid proof.	10
2.1	More than 5 assignments*	10
2.2	3 to 5 assignments*	6
2.3	Up to 3 assignments*	3
3	Quality of key resources to be assigned to the project, implementation, integration, relevant experience of the resources and Broking software knowledge and previous experience in implementation of centralized software in the Broking Industry. 0.5 marks each for total combined experience. Example 3 resources with 10 year, 8 year, 5-year exp then – $10+8+5 = 23 \times 0.5 = 11.5$ then max 10 marks will be allotted. Resource detail and relevant experience/certificates should be provided.	10
4	Presentation document and evaluation of the entire project & Technical proposal	10
5	Go Live timelines & commitment	10
6	Technical eligibility of the solution mentioned in RFP, Marks will be allotted for maximum YES remarks among all question. Valid proof/justification should be provided for eligibility, wherever necessary. (1.0 marks for each “yes” as per Technical Eligibility terms final score will be converted to 50)	50
	Total	100

Documentation:

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the Company. The Company is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use



15.2 Financial Evaluation:

- i. Total cost shall include all consultancy charges quoted in the bid excluding applicable taxes.
- ii. The Financial bid will be evaluated based upon lowest quote only.
- iii. The Financial bids of those bidders only that have cleared technical stage shall be opened.

Evaluation Criteria

(i) The evaluation of Bidders will be based on a three-step process.

a) Technical scores will be given based on the bid submission and as per Scoring Methodology.

b) Bidders scoring minimum determined marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

c) For final award of the Contract, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores as explained in below example.

Shortlisted Bidders will be ranked on the basis of the above combined score. The Bidder securing highest combined score shall be recommended for award of the contract, after normalization, if any, required

16. PRICE COMPOSITION:

The Company will consider the TCP (total cost of project) furnished by the bidder in Financial Bid for the purpose of evaluation. The Company is having liberty to place order for all the assignments or any one of the assignments with the successful bidder. The charges / fees quoted should be only in Indian Rupees.

The charges / fees shall be on a fixed price basis (Indian Rupees only) and should not be linked to the Foreign Exchange.

The charges / fees quoted should be exclusive of all taxes, duties, etc. (exclusive of GST).

The H1 bidder will be determined on the basis of the weighted evaluation of technical and commercial bid.

15.1. Weighted Evaluation:

In respect of all the qualified bidders, in whose case the commercial bid has been opened, a combined techno-commercial evaluation will be done by the company as per the following procedure, with relative weights of 70% for the Technical Score and 30% for the commercials

15.2. Technical score will be arrived at by treating the marks of the bidder scoring the highest Marks (T-high) in Technical evaluation as base. Technical score for other bidders will be Computed using the formula = Marks of the bidder * 70/100

15.3. Similarly, Commercial Score of all technically qualified bidders will be arrived at taking the cost quoted by LI bidder (say C-low) as base. Marks for other bidders will be Calculated using the formula = C-low / Cost quoted by bidder * 30



15.4. Then combined score is arrived at by adding Technical Score and Commercial Score. The Successful bidder will be the one who has the highest Combined Score (H-1).

Weightage for Technical Evaluation is **70%** and Commercial Evaluation is **30%**

Example: -

Sr No	Vendor Name	Technical Evaluation Marks (T)	Technical Score $T \times 70 / 100$	Commercial Bid Price in INR (C)	Commercial Score ($C \text{ Low} / C \times 30$)	Combined Score (out of 100)	Final Score
1	M/s ABC	85	$85 \times 70 / 100 = 59$	1100000	$1100000 / 1100000 \times 30$	30	$59 + 30 = 89$
2	M/s XYZ	70	$70 \times 70 / 100 = 49$	1250000	$1100000 / 1250000 \times 30$	26	$49 + 26 = 75$
3	M/s Pqr	90	$90 \times 70 / 100 = 63$	1300000	$1100000 / 1300000 \times 30$	25	$63 + 25 = 88$

In the above example, Bidder **M/s ABC** with highest score becomes the successful Bidder.

17. AWARD OF CONTRACT:

- 17.1. The bidder with combined highest score as per above clause will be referred as the selected bidder and the Company will notify the name of the selected bidder by display in official website of the Company.
- 17.2. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 17.3. The Company reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 17.4. The Shortlisted bidder will be required to Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

18. OTHER TERMS

The Successful bidder shall enter into an agreement for the services in the form acceptable to the Company.

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Company.



19. TERMS OF PAYMENT

The terms of payment will be as follows (these are arrived based on the milestones to be achieved):

19.1. Payment schedule will be as under:

19.1.1 One Time charges for Implementation, Integration, White labelling Setup and Training:

Sl. No.	Payment Stages	%of Total one time Charge	Condition/Remarks
1	Purchase Order	30%	After signing agreement, along with PO.
2	Implementation, Integration, White Labelling and Training	50%	After successful Implementation, Integration, White Labelling and Training as per Scope of Work. The vendor has to submit deployment/sign off reports duly signed by the Company's officials while claiming payment.
3	Go Live	20%	20% of the total cost shall be released only after completion of Three years. This amount will be retained as interest free project security deposit.

19.1.2 Annual Technical Support (ATS) including all charges such as AMC of software, Annual recurring license fee, version upgrade, patch upgrade, etc shall be payable Half yearly in advance on submission of Invoice.

19.1.3 Variable Charges shall be payable Half yearly. The vendor has to raise invoice with the monthly breakup of total executed order exceeding 1 Lakh order.

TDS will be deducted for the payment, if applicable

19.2. Payment shall be released within 30 days of submission of relevant documents as per RFP terms.

19.3. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Details like Account No., Name with Branch, IFSC Code etc.

19.4. During this one-month period, the bidder and Company will arrive at conclusion that whole scope of work has been covered and deliverables given, and the Company's staff has been sufficiently trained to carry forward the work.

20. ACCEPTANCE OF OFFER

The selected bidder after final evaluation process will, within five (05) days from the date of receipt of communication of award of contract, intimate his acceptance of the order. The successful bidder shall complete all the terms and condition as per clauses mention in RFP.



21. CANCELLATION OF CONTRACT AND COMPENSATION

The Company reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Company in the following circumstances:

The selected bidder commits a breach of any of the terms and conditions of the bid / contract.

The bidder goes into liquidation voluntarily or otherwise.

An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

Any other valid reason in the opinion of the Company.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Company may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable notwithstanding the reason of the cancellation of the contract. The selected bidder shall provide necessary help for smooth transition for the new vendor.

The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills.

22. START OF SERVICES

The bidder shall be responsible for commencing the service under this tender within 1 week from the date of Engagement order / agreement or such other commencement date decided and intimated by the Company. The responsibility of collecting all the required information pertaining to the present systems of the Company shall be with the selected bidder.

Cost of any licenses / software / hardware / material required to provide the consultancy services listed under "Scope of Work" should be borne by the selected bidder.

23. EXECUTION OF SLA / NDA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Appendix-B) and Non-Disclosure Agreement (Appendix C) and return it to the Company.

24. PENALTY

The Company may charge penalty for any delay in the execution of the project due to reasons attributable to the successful bidder at the rate 0.5% per week of the quoted /



estimated fee for the project assigned subject to a maximum of 10% of the Contract amount. The penalty will be calculated on the amount of fixed fee quoted for a particular assignment. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks

25. PROJECT COMPLETION AND MANAGEMENT

For smooth completion of project, the Bidder should identify one or two of its representatives at Chennai or at a place decided by the Company as a single point of contact for the Company

26. PROJECT OWNERSHIP

If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support and Other Items which are relevant to this RFP.

Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).

The Bidder also must submit a Certificate / Letter from original software provider that the proposed the solution offered by the Bidder to the Company are correct, viable, technically feasible for implementation and the solution will work without any hassles.

27. IT SECURITY AND CYBER SECURITY

The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply with the security standards including Cyber Security.

The Company will not provide any remote session and direct internet connectivity to the equipment in terms of support which may lead to the vulnerability of the Systems.

The Company may conduct Cyber Security Audit in the proposed solution after complete implementation.

The Bidder has to make the necessary changes in the configuration as directed by the Security Team of the Company after Security audit like VAPT, Code Audit etc, without disturbing the production and existing Backed up copies.



C. TERMS AND STIPULATIONS**28. EFFECTIVE DATE**

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Company reserves the right to consider the late acceptance of the order, if any, at its discretion.

29. PROJECT EXECUTION

The Company and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

30. EXECUTION OF AGREEMENT

- 30.1.** Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Company at Chennai as per the format to be provided by the Company. Failure to execute the Agreement leads to rejection of the selected Bidder.
- 30.2.** The Agreement shall include all terms, conditions and specifications of RFP and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Company receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 30.3.** The Company reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

31. DELIVERY, INSTALLATION & MAINTENANCE

- 31.1.** The Company shall provide the address and contact details of project manager for implementations and other details while placing the order.
- 31.2.** Non-compliance of the above implementations will result in imposing penalty at 0.50% per week or part thereof, on the invoice value.

32. ORDER CANCELLATION/TERMINATION OF CONTRACT

- 32.1.** The Company reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 32.2.** Delay in delivery beyond the specified period for delivery.
- 32.3.** Serious discrepancies noted in the items delivered.
- 32.4.** Breaches in the terms and conditions of the Order.
- 32.5.** The Company reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Company on the following circumstances:



- 32.6.** Non-submission of acceptance of order within 7 days of order.
- 32.7.** Excessive delay in execution of order placed by the Company
- 32.8.** The selected bidder commits a breach of any of the terms and conditions of the bid.
- 32.9.** The bidder goes in to liquidation voluntarily or otherwise.
- 32.10.** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 32.11.** The progress made by the selected bidder is found to be unsatisfactory.
- 32.12.** If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 32.13.** The Company shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 32.14.** In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Company reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 32.15.** After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Company may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Company within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 32.16.** The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 32.17.** In addition to the cancellation of purchase order, the Company reserves its right to invoke the Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

33. LOCAL SUPPORT

- 33.1.** The bidder should be capable of meeting the service & support standards as specified in this RFP.
- 33.2.** The bidder shall provide on 24*7*365 basis for all the locations.
- 33.3.** Response Time and Meantime to Restore [MTTR]
 - 33.3.1. Response Time and Meantime to Restore [MTTR]
 - 33.3.2. Response Time shall be 1 hours and MTTR shall be 3 hours. Time specified above is from lodging of complaint. As per the criticalness of the incident, support should be made available on high priority.

34. UP-TIME

- 34.1.** The bidder shall guarantee a 24x7 availability with monthly uptime of 99.999% for the services as specified in RFP during the total period
- 34.2.** The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Company unable to perform any of the defined functions on the Servers,



Storage Systems and other Items. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Company acknowledges the same.

34.3. The Downtime calculated shall not include any failure due to Company, third party and Force Majeure.

34.4. The percentage of uptime is calculated on monthly basis as follows:

(Total contracted hours in a month - Downtime hours within contracted hours)/Total contracted hours in a month (multiplied by 100)

If the bidder fails to guarantee the required uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.9% to 100%	No Penalty would be deducted
98.90% to < 99.90%	0.10% (Plus GST) on total order value for every hour
97.90% to 98.90%	0.20% (Plus GST) on total order value for every hour
96.90% to 97.90%	0.30% (Plus GST) on total order value for every hour
95.00% to 96.90%	0.50% (Plus GST) on total order value for every hour
	1.00% (Plus GST) on total order value for every hour

34.5. The maximum penalty levied shall not be more than 50% the amount payable.

34.6. If monthly uptime is less than 95%, the Company shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the above penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC payments).

34.7. If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders' cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

34.8. The Bidder is expected to ensure minimum uptime of 99.90 during the AMC period, if contracted. Bidder is liable for liquidated damages (LD) @ 0.50% (plus GST) of the AMC amount payable quarterly, in case he fails to ensure the required uptime stipulated as above. Such LD is besides the Company's Right to invoke the Bank Guarantee in case Bidder fails to ensure the required uptime continuously over a period of One year.

34.9. The liquidated damages shall be deducted / recovered by the Company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders levying liquidated damages without prejudice to the Company's right to levy any other penalty where provided for under the contract.

34.10. All the above LDs are independent of each other and are applicable separately and concurrently.

34.11. LD is not applicable for the reasons attributable to the Company's and Force Majeure.



D. GENERAL CONDITIONS**35. INTELLECTUAL PROPERTY RIGHTS**

Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Company shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Company the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Company for procuring an equivalent equipment in addition to the penalty levied by Company. However, Company shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalty in case service levels are not met because of inability of the Company to use the proposed solution.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Company are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.



36. ROLES & RESPONSIBILITY DURING PROJECT IMPLEMENTATION

All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance implementation etc., shall be provided by the Bidder at no extra cost to the Company for completing the scope of work as per this RFP.

The selected Bidder shall take all steps to ensure safety of bidder's and the Company's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.

In case any damage of Company's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

The selected vendor has to execute an Undertaking of Authenticity for Hardware Items as per (Annexure-2.3).

37. INDEMNITY

The bidder shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalty, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of:

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- Further, the bidder shall indemnify, protect and save the Company against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software supplied by them.

All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

The limits specified above said clause shall not apply to claims made by the Company / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Company be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.



38. INSPECTION OF RECORDS

Company at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

39. ASSIGNMENT

The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Company's written consent.

If the Company undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this RFP.

40. PUBLICITY

Any publicity by the bidder in which the name of the Company is to be used will be done only with the explicit written permission of the Company.

41. GUARANTEES

The bidder should guarantee that the hardware items delivered to the Company are brand new and latest, including all components. In the case of software, the bidder should guarantee that the software supplied to the Company includes all patches, upgrades/updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

42. CONFIDENTIALITY AND NON-DISCLOSURE

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Company for any loss/damage suffered by Company on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in ANNEXURE-1.7

No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Company, by photographic, electronic or other means is strictly prohibited.

43. AMENDMENTS TO PURCHASE ORDER

One purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.



44. AMENDMENTS TO THE AGREEMENT

Once contract agreement and AMC agreement [If AMC contracted] are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

45. GENERAL ORDER TERMS

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Company immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/merger/demerger and on account of such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Company. There shall not be any delay in this regard. The decision of the Company to place orders or otherwise under such situation shall rest with the Company and the decision of the Company is final.

46. NEGLIGENCE

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Company, in such eventuality, the Company may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Company shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Company may sustain in this behalf. Thereafter, the Company may make good the failure at the risk and cost of the selected bidder.

47. RESPONSIBILITY FOR COMPLETENESS:

The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

The bidder shall deliver, install the equipment and port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalty levied by Company for any deviation in this regard. The bidder shall provide for all drivers/software required installing, customizing and testing the system without any further charge, expense and costing to Company.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Company or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the Company.



48. RESPONSIBILITIES OF THE BIDDER

By submitting a signed bid/response to this RFP the Bidder certifies that:

- The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Company. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- The Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP.
- The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Company.
- The Bidder also acknowledges that the Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Company expects the Bidder to fulfill all the terms and conditions of this RFP.

49. FORCEMAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the



Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Company in writing, the Successful 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

50. CORRUPT AND FRAUDULENT PRACTICES

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

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

The decision of Company in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Company or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Company, it may do so in writing.

Any effort/attempt by a bidder to influence the Company in its decision on bid evaluation, Bid comparison or contract award may result in not rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Company directly involved



in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Servers, System Software for Hyper Converged Solution, by the Company.

51. RESOLUTION OF DISPUTES

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Chennai, INDIA.

52. RESPONSIBILITIES OF SELECTED BIDDER

The Selected bidder has to inform change in the management of the company, if any, to the Company within 30 days from the date of such change during warranty and AMC period.

The Company will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.

The selected bidder basis as at the end of 31 st March and 30th September during warranty and AMC shall submit updated Escalation Matrix for the product/services on a Half-yearly period.

53. HUMAN RESOURCE REQUIREMENTS

The Bidder shall by executing the agreement shall be deemed to have unconditionally agreed as under:-

The Bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc., as part of the solution / service

The Bidder shall confirm that every person deployed by them on the project has been vetted through third party background verification prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed / engaged in the project.

In case the performance of the Bidder / agent/ Employees engaged in the project is not



satisfactory or is detrimental to the interest of the Company, the Bidder shall have to replace the said resource within the time limits specified by the Company. Where the Bidder, fails to comply with the Company's request, the Company may replace the said person or their agents / employees on its own.

The right to employment in the Company shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents etc. of the Bidder for assignment under this project. It is further clarified that the arrangements herein with the Bidder is contract for service.

The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualification and skill set and deployment experience for all critical activities.

The Bidder shall extend all of services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by regulators' or the Company from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel / individual below the minimum wages fixed by appropriate Govt. on this behalf from time to time, as per the provisions of minimum wages Act, 1948

54. LEGAL DISPUTES AND JURISDICTION OF THE COURT:

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

All disputes and controversies between Company and Bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.



ANNEXURE**(Undertaking from the bidder on the letter head)**

We (and our employees) shall not, unless Indbank Merchant Banking Services Ltd. (herein called the Company) gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Company make use of any document or information given by the user, except for purposes of performing the contract awarded.

In case of breach, the Company shall take such legal action as deemed fit.

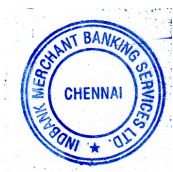
Signature authorized person

Name and Designation with Office Seal

Place:

Date:

Name:



ANNEXURES-I (To be submitted with Part A – Conformity to Eligibility)

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES-I (To be submitted with Part A- conformity to eligibility criteria)		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Authorization Letter (Separately Brought by the Company representative for the opening of Bid)	
6	Track Record of Past Installation/ Implementation of Online Trading Front Office Solution	
7	Non-Disclosure Agreement	
8	Bid Security Declaration	
ANNEXURES-II (To be submitted with Part B-Technical Proposal)		
8	Technical Bid Covering Letter	
9	Technical Specifications for entire solution, software and other items	
10	Undertaking of Authenticity for Supply, Installation, Configuration, Testing and Implementation of front office solution	
11	Compliance Statement	
12	Undertaking Letter	
13	Escalation Matrix	
14	Manufacturer/Authorized Distributor in India Form	
ANNEXURES-III (To be submitted with Part-C -Commercial Bid)		
15	Covering Letter for Commercial Bid	
16	Commercial Bid (Reverses Auction)	

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Date: Signature with Seal:.....

Name:

Designation:.....



Annexure-1.1

Checklist

No	Annexure-1: Other Clauses	Vendor Response [Yes/No]
1	Whether Cost of the Tender document (Demand Draft payable at Chennai) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2	Whether Bid Security Declaration is Submitted in the Part A- Conformity to Eligibility Criteria?	
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria	
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5	Whether address of Office on which order has to be placed is indicated	
6	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B- Technical Proposal and Commercial Bid are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top	
7	Whether ensured Indexing of all Documents submitted with page numbers?	
8	Whether Material Specification for Managed Service is submitted in Technical-Part-B.	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the Checked for accuracy

Date: _____ Signature with Seal

Name:..... Designation:.....

The Authorization letter as per format is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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Annexure-1.2
Bid Covering Letter Format

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480,
Anna Salai, Nandanam, Chennai-35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE),
Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation, Implementation & Maintenance of Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service” in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery within 5 (Five) weeks for non-road permit locations and 6 (Six) weeks for road permit locations. Also, we undertake to complete installation and commissioning of Delivered Hardware& Software and complete all the works specified in the scope of work at the Office within 3 weeks from the date of Delivery to all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical Consultant / Service support / Guidance for the devices supplied as per the above-referred RFP, during three years guarantee period as well as two years AMC, if contracted.

If our offer is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this offer till 90 days from the date of opening of Commercial Bid and or such further period as mutually agreed between the Company and successful Bidder, and agreed to in writing by the Bidder. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2020

Signature of the Authorized Representative

Name of the company with seal



ANNEXURE-1.3
Eligibility Criteria Declaration

The Vice President
 Indbank Merchant Banking Services Ltd
 1st Floor, Khivraj Complex 1, No 480,
 Anna Salai, Nandanam, Chennai- 35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE),
 Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sr. No	ELIGIBILITY CRITERIA as per RFP	BIDDER RESPONSE	Documents Submitted
01	The Bidder should be a registered Company in India as per Indian Companies Act, 2013		
02	The bidder Shall be a Original Equipment Manufacturer (OEM) of Hardware and Software OR An Authorized Dealer		
03	The IT Turnover of the Bidder should be minimum Rs.50 Core (Fifty Crores) per year during last three fiscal years		
04	The Bidder should have positive Networth as on 31-03-2020		
05	Minimum 15 Nos. of Servers (Not necessarily the Model offered to the Bank in this RFP) should have been supplied to Public Sector Banks/Public Sector undertakings/ Financial Institutions/Scheduled Commercial Banks in India in the last two years.		
06	The Bidder should have their support office in Mumbai to support the solution.		
07	The Bidder should have minimum two certified engineers for the proposed solution.		
08	The Bidder should not be a blacklisted / debarred company as on date of submission of RFP by any Government entity/ Bank/any other agency.		
09	The Bidder should not have been involved in any legal case that may affect the solvency existence of their company or In any other way that may affect capacity to Provide / continue the services of the Company.		
10	Bidder should be having minimum accreditation of ISO:9001:2005		

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.



Date:

Signature with Seal

Name: Designation:.....

ANNEXURE- 1.4
Applicant's Profile

Sl. No	Particulars	Details
A	Company / Supplier Profile- If the bidder is not manufacturer	
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover from IT related business for last Three years. 1.2017-2018 2.2018-2019 3.2019-2020	
7.	Domestic Customer Base (Number of Clients where Servers & software is supplied in India)	
8.	Service Net Work (Number of Service Centers in) Our PAN number for Income Tax is We are registered with the GST authorities and our registration numbers are as follows. GST Registration Number is	
	Bank Details	
	Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	
B.	Manufacturer's Profile-if bidder is manufacturer	



1.	Name of the Manufacturing Company	
2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7.	Experience of the Manufacturing Company in Supply of Servers & software for Virtualization	
8.	PAN number for Income Tax is _____ We are registered with the GST authorities and our registration numbers are as follows. GST Registration Numberis _____ <u>BankDetails</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	

Date: _____ Signature with seal:-----
 Name:----- Designation:-----

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]



Annexure -1.5

Authorization Letter Format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

RefNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480,
Anna Salai, Nandanam, Chennai-35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE),
Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

This has reference to your above, Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on, on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Name & Signature of Authorizing Authority

Name & Signature of Attesting Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.



Annexure-1.6
Track Record of Past Installations/Implementation of Software for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules and Co-location Hosting with Managed Service.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

Name of the Bidder _____

St. No.	Name of the Client/s where Server, Storage Systems & other items were delivered	Contact Person's Name	Telephone No.	Address
1.				
2.				
3.				
4.				

(Enclose necessary documentary proof)

Date

Signature with seal

Name

Designation



Annexure -1.7

Non-Disclosure Agreement

(To be given on the Bidder's Letter Head)

WHEREAS, we, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Indbank Merchant Banking Services Ltd, having its Registered office at 1st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai- 35 hereinafter referred to as the Company and,

WHEREAS, the Bidder understands that the information regarding the Company's IT Infrastructure shared by the Company in their Request for Proposal is confidential and/or proprietary to the Company, and

WHEREAS, the Bidder understands that in the course of submission of the offer RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Company's properties and/or have access to certain plans, documents, approvals or information of the Company; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the Company to grant the Bidder specific access to the Company's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the Company, unless the Bidder has first obtained the Company's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the Company or, prepared or produced by the Bidder for the purpose of submitting the offer to the Company for the said solution, will not be disclosed to during or subsequent to submission of the offer to the Company, to anyone outside the Company.

The Bidder shall not, without the Company's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the Company in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Company and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with Seal

Name:

Designation:



Annexure -1.8

Bid Security Declaration

Ref No:

Date:

The Vice President

Indbank Merchant Banking Services Ltd 1st Floor, Khivraj Complex 1, No 480, Anna Salai, Nandanam, Chennai-35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

Dear Sir,

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



ANNEXURES 2 (To be submitted with Part – B – Technical Proposal)
ANNEXURE-2.1
Technical Bid Covering letter Format

Ref No:

Date:

The Vice President
 Indbank Merchant Banking Services Ltd
 1st Floor, Khivraj Complex 1, No 480, Anna Salai,
 Nandanam, Chennai- 35.

Dear Sir,

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We have carefully gone through the contents of the above-referred RFP and furnish the following information relating to TechnicalBid/Specification:-

Sl No.	Particulars	Details to be furnished by the Bidder
1	Technical specification	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the firm, time taken for execution of the assignments and documentary proof from the firm are to be furnished)	



7	List of applicants major customers in last 3 years and details as below may betaken: i) Name and complete postal Address of thecustomer. ii) Name, designation, Telephone , Fax, Nos., e-mails and address of the contactperson(customer) iii) Whether reference letterenclosed.	
8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un- interrupted support to meet SLA obligations as per RFPTerms.	

Declaration:

- We confirm that we will abide by all the terms and conditions contained in theRFP.
- We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing ofbidders.
- All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selectionprocess.
- We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any suchdeviations.

Date:

Signature with seal:

Name:

Designation:



Annexure -2.2.1**Technical Specifications for entire solution, software and other items:**

1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
2. If the Bidder feels that certain features offered are superior to what has been specified by the Company, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the Company reserves the right to adopt the modifications / superior features suggested/offered.
3. The Bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the Company.



Annexure-2.2.2

Ref No:

Date:

The Vice President
 Indbank Merchant Banking Services Ltd
 1st Floor, Khivraj Complex 1, No 480, Anna Salai,
 Nandanam, Chennai- 35.

Dear Sir,

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We have carefully gone through the contents of the above-referred RFP and furnish the following information relating to Technical Bid/Specification:-

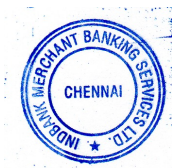
Sl. No	Front Office - Particulars/Requirment Details	Yes/No Bidder Response	Detailed Remarks
1	Trading facility to be provide for the following		
2	NSE Cash Segment, F&O Segment and Currency		
3	BSE Cash Segment, F&O Segment and Currency		
4	MCX SX - Currency Segment		
6	Commodities Trading - NCDEX&MCX (if regulatory permits)		
7	End-to- End module for Online IPO/FPO and OFS, NCDs, Corporate Fixed Deposits and Bonds etc.		
8	End- to -End Online Mutual Fund. Provide the available modules from the following Types RTA Based Module ,Exchange Base Module MFSS & BSE STAR MF		
9	Whether facilitates Bank Lien model available and system to be support multiple Accounts.		
10	Whether Multiple Demat accounts can be linked to one trading account and facility to make pay-in to the exchange from multiple Demat Accounts		
11	Whether facilitates third party payment gateway like Bill Desk,ATOM		
12	Facility to see live streaming quotes in mobile application without any hassle of downloading third party applications (like java applet etc.)		
13	Whether facilitates DP lien Mark on demat holdings.		



14	Indicator for Intraday Chart for rate of change, Price Volume Trend, Relative Strength, Moving Avg, Standard Deviation, Volume, Volume Oscillator etc.		
15	Whether 24X7 uptime for internet users can be provided with minimum downtime permitted for BOD activities		
16	Client should be allowed to view client Margin, trade book, Net position report, client activity report, exercise book in case of derivatives, derivatives calculators for profit / losses on current positions		
17	Facility to see live streaming quotes in browser without any hassle of downloading third party applications (like java applet, .net etc.)		
18	Multiple scrip level alerts in market watch for maximising opportunity on market volatility		
19	No of scrips can be restricted for market watch and facility for multiple market watch is available.		
25	Short Cut Keys / Whether user defined short keys can be used		
26	Trading Application to support All versions of Internet Explorer, Chrome, Mozilla Firefox, Opera including MAC & Window's Safari etc.		
27	3 legged margin plus with trailing stop loss		
28	Cross margining for derivative F&O positions		
29	Smart order routing between multiple exchanges to get best execution of order		
30	Minimum/Maximum transaction size control based on order quantity, order value, Brokerage value, Scrip group, client Group etc.		
31	Call auction and continuous trade based transactions to be handled effectively.		
32	Adjusted margin requirements based on contra positions in the derivatives segment		
33	Customised calculations and display of buying power, selling power, Funds available, stock available and net position etc.		
34	Details of BTST positions carried forward should be available on the client end, especially quantity and price of the first leg transaction.		
35	Multiple extended products on each basic product type should be allowed.		
36	Client's request for subscription or Acceptance of T&C of various additional facilities/Products should be accept online with relevant downloadable event logs being available in the history for Audit.		
37	Scrip Basket creation and trade execution at client/Dealer end.		



38	Any other algos, Add on trading features approved for retail clients		
39	Online Mutual Funds in single login - Access based on client profiles and confirmation of MF KRA status of the clients.		
40	IPO/MF NFO and Primary Market bonds and NCD offerings with printing of physical application under client POA wherever required.		
41	Placing order using Hot/ short cut keys and should be customizable		
42	Security contract information should be available at client end .		
43	LTP,Volumes, Percentage movement ,spread and arbitrage watch alerts should be available.		
44	Derivative chain view , filtered profile market-watch tiles /cascaded market watch should be available		
45	Buying and Selling power capacities should be visible to the client on all available front ends.		
46	The client assignment table on the supervisor terminal/display of client list on the dealer terminal should indicate if the client is in active/dormant status.		
47	The client end display should be capable of viewing filtered message e.g. trade/order conformations,notifications,indices ticker,administrative messages or risk control related messages,investment advise or select scrip ticker displays.		
48	Client should be able to view client margin,trade book,view directly DP holding and sell stocks by simple clicking DP holdings,view obligation report, order book,net position(equity,derivative and other products integrated),exercise book incase of derivatives calculators for profit/losses on current positions, derivatives-cash arbitrage opportunities, initial&VAR margin reports list of scrips allowed for broker funding intraday square-off stock list,F&O scrips with detail of lot size, banned scrip list, list of stocks disallowed forNRI positions,trade for trade scrips etc.		
49	Multiple auto square-off profile should be available for creation at administration level.		
50	Dealer terminal should be configurable for various rights like client mapping lien marking rights for various banks and DPs, branchwise/regionwise clients ,group of clients etc.		
51	Dealer should be able to make bulk order entries for multiple clients simultaneously-through a pre created order file		
52	Users-clients and dealers should be able to create scrip baskets including the normal nifty and sensex baskets for execution		



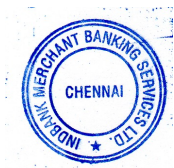
53	Execution of bulk orders should be possible through the NSE and BSE terminals through file upload facility incase of system failure.		
54	Square offs should be allowed to be run from dealer terminal- with a overall centralized office being allowed to be executed from main administrator terminal.		
55	Collaterals reevaluated and should be computed for buying power and MTM calculations.		
56	Credit for client's sell transactions should be configurable for different products based on the nature of the product and trade to trade settlement.		
57	Derivative segment margins should be customizable allowing for collection of additional margins.		
58	Equity segment should be allowed to be based on VAR margins, simple multipliers, and additional margins for various client groups simultaneously.		
59	New client addition/removal/client facilities, rights & product subscribed to by clients should be instantly changeable during trading hours in live environment -either at the online request of client or through administrative control with a proposer - approver confirmation.		
60	Dealer addition/removal/dealer rights should be modifiable instantly even during trading hours on real time with a proposer -approver confirmation.		
61	Clients funds accounts /DP account modification /deletion/ blocking should be possible during trading hours on real time basis with a proposer -approver confirmation.		
62	Various user rights/Privileges should be modifiable or completely blockable during trading hours on real time basis.		
63	Margins/funds /buying power should be available as pooled or segment wise separately depending on the client group /profile .Various client groups /profiles should be available and customizable. This will also imply administrator being able to observe and act on a clients positions in various products simultaneously.		
64	Provision for blocking a certain fixed percentage of the total options intraday/futures volume should be allowed.		
65	Collateral benefits should be optionally allowed for select products segments or clients groups only.		



66	Risk managers/administrators should be allowed to control square off modes of all products ,monitor,pending orders,in process orders,allow cancellation of such orders,manage the scrip and market watch numbers at client end,broadcast message to select clients,client groups ,users define haircuts,view client collaterals ,obligations ,maintain audit trail for activity, product conversations, funds and stock transfer activity,trading and other activity logs, position wise , date wise obligations etc		
67	Administrator should be able to control and set the market open -Close maintainance mode timings , AMO,Square off timings ,monitor and control in real time the cleint activity and client priviliges and rights ,change the margin requirments etc.		
68	History should be maintained for client activity ,trade logs ,Violation alerts,MTM,net positions ,booked profits,/loses, funds and dp lien/transfer activity,client logins, alerts trade summary,trade modifications product conversation logs,trade volumes,intraday positions remaining open for various reasons etc.		
69	Clients should have options to initiate square off for in the money positions,all positions,certain scrips,certain groups of scrips etc.		
70	vendor will be expected to customize various parameters like buying/selling power,withdrawable cash,unlienable /unpledgeable stocks derivatives margin blocked etc.		
71	Facility to release of Lien after Payin /Payout for DP Shares and Funds at the EOD		
72	Daily price range to be shown for all segments/exchanges.		
73	Brokerage and other charges to be calculated at the time of placing orders for intraday & Delivery (optional for client)		
74	Current Demat holdings with current market price and portfolio value should be available		
1	Browser Module for access from Windows, MacOS, Linux etc.		
2	Exe for Advanced User/Professional Trader		
3	Exe for Dealer / Call center /Branch /Franchise Model		
4	Standalone Trading application for mobile devices (Android, Apple iOS]		
Equity & Derivative Products			
1	Delivery		
2	BTST		
3	Basket Order		



4	Margin		
5	Margin Plus		
6	Intraday		
7	Cover Order Futures		
8	Cover Order Equity		
9	Intraday Futures		
10	ETF SIP		
11	Equity SIP		
12	IOC		
13	Valid Till Cancel - VTC		
14	Good Till Cancel - GTC		
15	AMO (After Market Orders)		
16	Equity GTD Orders		
1	Whether auto square off is available time wise		
2	Whether auto square off is available based on % MTM		
3	Whether Multiplier and leveraged exposure facility is available for Intra day trading		
4	Whether VAR file can be uploaded for client margining		
5	Whether Validation for Sale is available for BTST and delivery based sale		
6	Whether facility to allow exposure against delivery sale is allowed.		
7	Whether Conversion of Delivery into intraday and vice versa is allowed to client.		
8	Pre -Risk and on-line Risk parameters to be available in Risk Management Module.		
9	Whether Margin based on SPAN and Exposure Margin can be levied to the clients position		
10	Whether Set off for Spread positions is calculate by the software and benefit given to the client. Eg Calender spread margin setoff. Covered call writing setoff etc.		
11	Whether additional margin based on a % on span can be levied.		
12	Whether ad hoc margin based on Open position % can be levied		
13	Whether integrated Risk Management System is available for Online Trading & CTCL		
14	Whether integrated risk management of CM,F&O and Currency etc. is possible		
15	Whether Value and Quantity based order limit can be set for clients		
16	Facility to allow or restrict securities for normal clients and		



	NRI/NRE etc clients.		
17	Whether bulk cancellation of orders available through segment wise, exchange wise, branch wise or client wise		
18	Facility to send SMS for each trade executed and trade summary EOD.		
1	Auto import limits and balances from back office on real time or Batch Wise		
2	Facility for importing Clients position for BTST and F&O position from Back Office or from the PS03 file from Exchange.		
3	Facility to import scrip masters and contract masters and ISIN Masters.		
4	Facility to interact with BANCS Core Banking System. (Please specify the name of the client, if already in place)		
5	Facility to interact with DP back office, Please specify the names of the clients if already in place		
6	IVR Integration Details		
7	Integration with content/NEWS,Back Office software etc.		
1	Whether the software has the facility to mention the Pin Code, Branch and Terminal for each ID segment wise		
2	Whether the software has the facility for restricting the use of same codes for multiple users		
3	Whether the Software generates file uploadable in the format of the Exchange		
4	Whether the orders are tagged with the correct 15/16 digit codes before order is sent to the Exchanges.		
5	The system should inform when the dealer certificates are expiring.		
1	Whether pop up messages can be sent to clients for trade calls and information dissemination.		
2	Whether such information can be sent to a specific branch or group of clients.		
3	Whether the system will allow to receive the message from the client as part of RMS communication.		



1	Whether broadcast for all and Exchanges / segments without trading rights can be sent to terminals		
2	Whether feature for sending broadcast for only specific Exchanges / segment for which trading rights are given is available.		
3	Does the software have a feature of restricting the clients access to the company's trading system from a specific IP or a specific machine.		
4	Should not allow a user to establish multiple simultaneous sessions		
5	Whether the software has the facility of mentioning CP code in the order entry form where the trades are cleared by a Custodian		
6	Reports to be generated as per specification of RBI/SEBI etc.		
1	Whether different types of options for password generation are available (default, email, manual)		
2	The Password is masked at the time of entry.		
3	System mandated changing of password when the user logs in for the first time.		
4	Automatic disablement of the user on entering erroneous password on three consecutive occasions.		
5	Automatic expiry of password for a predefined period / calendar days.		
6	System controls to ensure that the password is alphanumeric		
7	System controls to ensure that the changed password cannot be the same as of the last 5 passwords		
8	System controls to ensure that the Login id of the user and password should not be the same.		
9	System controls to ensure that the Password should be of minimum six characters and not more than twelve characters.		
10	2 Factor Authentication as per SEBI Guidelines		
11	System controls to ensure that the Password is encrypted at members end so that employees of the member cannot view the same at any point of time.		
12	Option to regenerate the password online /SMS after validations.		
1	Whether Client wise, scrip wise , dealer wise and branchwise reports for pending orders, trades, margins and exposures etc for Buy/Sell are available		



2	Whether there are filters and sortings for the above mentioned reports		
3	Whether reports for on line funds and securities block/transfer are available in back office importable formats		
4	Whether sorting option is available for Scrip wise, segment wise, traded/pending orders/etc in one single screen		
5	Whether the system will display the number of login at a given time with their UCC/Name & IP details and the mode of login through Browser/EXE		
1	Whether Logs for Masters creation available		
2	Logs for Masters modification with old values being captured provided		
3	Whether Logs are maintained for deletion of masters like dealers, clients, security etc		
4	Time Stamp on all logs		
5	Does the system maintain the logs of connection and disconnection of users with appropriate error message description.		
6	User Name & IP Address Capturing in all logs		
7	Does the system have a facility of logging of the activities of the clients like orders, trades etc		
1	DC & DR has to be in Sync as part of Mission Critical Application and should be operative within stipulated period.		
2	Ability to connect BANCS either centrally or directly via APIs. Providing Integration points to the BANCS for 1. Login and Transact via trading credentials 2. Sign on via Trading credentials and invest		

Date:

Signature with seal:

Name:

Designation:



Material Specification for Managed Service

SI NO	Materials	Specification
1	Server Hardware Specification (Processor, RAM, Storage, NIC, Power Sockets etc.,	
2	HCI license (hypervisors, VM, etc)	
3	Other Hardware (Switch, backup, Firewall, etc)	
4	Operation System Licensing	
5	Other Server Licensing (if applicable)	
6	Internet Usage (Not less than 10 Mbps)	
7	Miscellaneous	
8	Other (Please Specify)	

Date:

Signature with seal:

Name:

Designation:



Annexure 2.3**Undertaking Authenticity**

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Dear Sir,

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

With reference to the Servers, System Software, storage & Other Items being supplied/quoted to you vide our Invoice no/Quotation no/Order no cited above,

We hereby undertake that all the components/parts/assembly/software used in the Servers, System Software & RHEL licenses for Virtualization under the above shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System)

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Servers, System Software & RHEL licenses for Virtualization without demur, if already supplied and return the money if any paid to us by you in this regard.

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Date:

Signature with seal:

Name:

Designation:



ANNEXURE-2.4**COMPLIANCE STATEMENT**

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Company. We also agree that the Company reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications		
Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with seal:

Name:

Designation:



ANNEXURE-2.5

Undertaking Letter Format

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We understand that Company shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual against production of invoice / bills.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Signature with seal:

Name:

Designation:



ANNEXURE-2.6
ESCALATION MATRIX

ReferenceNo:

Date:

The Vice President
 Indbank Merchant Banking Services Ltd
 1st Floor, Khivraj Complex 1, No 480, Anna Salai,
 Nandanam, Chennai- 35.

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

Name of the Company:

Delivery Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email addresses
		First Level Contact					
		Second level contact (If response not received in 24Hours)					
		Regional/Zonal Head (If response not received in 48Hours)					
		Country Head (If response not received in One week)					

Service Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email addresses
		First Level Contact					
		Second level contact (If response not received in 4Hours)					
		Regional/Zonal Head (If response not received					



		in24Hours)					
		Country Head (If response notreceived in 48Hours)					

Any change in designation, substitution will be informed by us immediately.

Signature:

Name of representative:

Designation:

Company Seal:





ANNEXURE-2.7**Manufacturer/Authorized Distributor in India Authorization Form**

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/Authorized Distributor. This Format is for reference only. However should contain the Para 1, 2 &3]

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Dear Sir,

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We _____who are established and reputed manufacturers of
_____having factories/development facilities at 1)
_____and 2).....do hereby authorize M/s _____

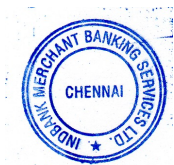
(Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of 8 years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the bank's premises.

For and on behalf of

M/s-----



ANNEXURES 3 (To be submitted with Part – C – Commercial Bid)

ANNEXURE-3.1

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

ReferenceNo:

Date:

The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Dear Sir,

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules and Co-location Hosting with Managed Service.

Ref: Your RFP: IBMBS/RO/RFP/01/2020-21 dated 25.11.2020

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Datedthis_____dayof_____2020

Date:

Signature with seal:

Name:

Designation:



Annexure -3.2 Commercial Bid (Indicative)

Sub: RFP for Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service.

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name & Seal of the Company.
2. Please be guided by the RFP terms, subsequent amendments and replies to the pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition / assumption in response to commercial bid will be accepted. The Company has right to reject such bid.

Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules with Managed Service:

Sr No	Description	License Requirement	Implementation / One Time Cost (₹) *	Contract Period when ATS is payable (amount in ')					Total Amount
				Year 1	Year 2	Year 3	Year 4	Year 5	
			(a)	(b)	(c)	(d)	(e)	(f)	(a+b+c+d+e+f)
A. Enterprise License (Unlimited) –Front Office									
A1	Trading Front Office Dealer EXE \$	70	X	C	C	C	C	C	C
A2	Trading Front Office Client EXE\$	30	X	C	C	C	C	C	C
A3	Web Trading Platform @	Unlimited	X	C	C	C	C	C	C
A4	Mobile Trading Platform @	Unlimited	X	C	C	C	C	C	C
A5	One Time charges for Implementation, Integration, White labeling Setup and Training		C	X	X	X	X	X	C
A6	Managed Service Including Backup Servers*		X	C	C	C	C	C	C
A7	Any other cost / charges		C	X	X	X	X	X	C
Total # (A1+A2+A3+A4+A5+A6+A7)			C	C	C	C	C	C	C



Variable Charges per executed order for web and Mobile Trading Platform (Beyond 1,00,000 executed order per month): Rs_____-/- per order.

Notes:

Where X is indicated the bidder should not mention any amount. Where C is mentioned, the bidder may quote the amount as applicable under that item.

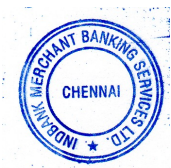
\$ License for NSE Cash, BSE Cash, NSE Derivative, Mutual Fund without any restriction in number of orders.

@ Unlimited License without any charges up to 1,00,000 executed orders per month. Beyond 1,00,000 executed order per month variable charges should not be quoted more than Rs 2/- per order.

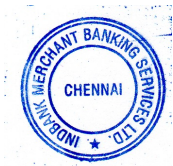
* The quote is inclusive of Material Specification for Managed Service as specified in Technical bidding and other infrastructure services for Managed Service.

This total should be the sum of either A (a+b+c+d+e+f) or (A1+A2+A3+A4+A5+A6+A7)

1. For each of the above items, the bidder is required to provide the cost for every line item.
2. The above cost will remain valid during the period of the contract.
3. The installation costs mentioned in the commercial bid should include all implementation related costs including but not limited to installation, integration, testing, training and operationalization of the item.
4. Annual Technical Support(ATS) will include all costs such as AMC of software, Annual recurring license fee, version upgrade, patch upgrade, etc.
5. The bidder should clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would be required to provide the same without any charge.
6. The respective ATS amounts is payable separately by the Company in respect of Retail Front Office from the date of their commercial launches.
7. Bidder should not specify any conditionality in submitting the commercial bid. The Company may reject the commercial bids of bidders if any conditions are part of the document and/or ask for clarifications thereof.
8. If the cost for any line item is indicated as zero then it will be assumed by The Company that the said item is to be provided to the Company without any cost.
9. The bidder has to make sure all the arithmetical calculations are accurate. The Company will not be held responsible for any errors in calculations.



10. The prices quoted by the bidder shall be inclusive of all taxes, duties, levies etc., except GST and any other related tax (wherever applicable) which will be paid extra as per actuals on production of original receipt.
11. Enterprise License would mean - Unlimited Client Licence for use by domestic and international clients of the company at its Indian and/or overseas offices.
12. Commercial bids of the bidders will be discounted at 10 per cent per annum to arrive at the present value of the bid. For this purpose, all payments mentioned in the commercial bid will be considered as payable in the beginning of the year irrespective of the payment terms.
13. The bidder with combined highest score as mentioned in the RFP will be referred as the selected bidder and the Company will notify the name of the selected bidder.

Authorised Signatory**Name :****Designation :****Vendor's Corporate Name :****Address :****Email**

APPENDIX-A

Performance Security Format

Bank Guarantee No.

Date:

To: Indbank Merchant Banking Services Ltd,
Chennai,

INDIA:

WHEREAS (Name of Supplier) hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No..... dated,.....to.....(Description of Goods and Services) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2020

Signature of Authorized Official with Seal

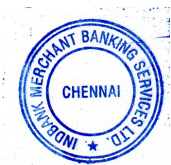
.....

Date.....2020

Address:.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



APPENDIX-B
CONTRACT FORM

THIS AGREEMENT made theday of.....2020 Between Indbank Merchant Banking Services Ltd, having its Registered Office at 1st Floor, Khivraj Complex1, No 480, Anna Salai, Nandanam, Chennai- 600 035 (hereinafter “the Purchaser”) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids vide RFP No.for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser’s Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:



Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

TOTAL VALUE:

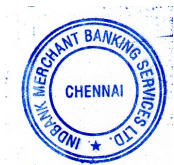
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
 said (For IndBank Merchant Banking Service Ltd.)
 in the presence of:.....

Signed, Sealed and Delivered by the
 said (For the supplier)
 in the presence of:.....

APPENDIX-C
NON DISCLOSURE AGREEMENT



THIS AGREEMENT made and entered into aton this the.....day of.....2020 between **Indbank Merchant Banking Services Ltd**, having its Registered Office at 1st Floor, Khivraj Complex1, No 480, Anna Salai, Nandanam, Chennai- 600 035, hereinafter called the “**The Company**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “Supplier” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Company is interalia engaged in the business of stock broking, DP and Merchant Banking related business and requires services for Digital Signage Solution.

M/s..... Limited has been engaged in the business of providing the services for _____.

The parties have entered into agreement dated _____ for providing the services for _____ “(herein after referred to as “purpose”)” and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.



2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective



order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter



discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

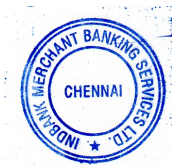
The Company

M/s _____



APPENDIX-D

LocationDetails



Proposed Locations for Supply, Installation and Maintenance of Servers & System Software Hyper Converged Solution is as under:

Data Center:

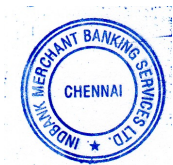
C/o IDC, Netmagic IT Services Private Limited

Lighthall 'C' Wing, Saki Vihar Rd, Hiranandani

Gardens, Business Park, Mumbai, 400 072

APPENDIX-E

Format for Sending Pre-Bid Queries



s.no	Page No. of RFP	Clause no	RFP Clause	Bidder's Query
1				
2				
3				

APPENDIX-F

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for which RFP is floated

A) Definitions:



- 1) "Company" means Indbank Merchant Banking Services Ltd, Chennai
- 2) "Service Provider" means the third party agency / company who have been selected by the Company for conducting Reverse Auction.
- 3) "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
- 4) "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **APPENDIX-F(1)**, can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.

C) Training:

1) Selected vendors shall coordinate with Company / Service Provider for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

D) Reverse Auction Schedule:

- 1) The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
- 2) The Company reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

The Company will determine the Start Price for Reverse Auction –

- 1) On its own and /or
- 2) Evaluating the price band information called for separately from each eligible Bidder at appropriate time and /or
- 3) Based on the price bids received and if opened, Company may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by Company before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level.

H) Conduct of Reverse Auction event:

- 1) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 2) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 3) Company and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 4) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the process compliance form is as per the **APPENDIX-F (3)**.
- 5) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.
- 6) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.
- 7) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.
- 8) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supply as per the RFP at the bid price of Reverse Auction.
- 9) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there



is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)

10) Bidder will be able to view the following on their screen along with the necessary fields in ReverseAuction:

i) OpeningPrice

ii) Leading / Lowest Bid Price in Auction (only total price)

iii) Last Bid Price placed by the respective Bidder.

11) During Reverse Auction, if no bid price is received within the specified time, Company, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse AuctionProcess:

1) At the end of Reverse Auction event Service Provider will provide the Company all necessary details of the bid prices and reports of Reverse Auction.

2) Upon receipt of above information from Service Provider, Company will evaluate the same and will decide upon the winner i.e. SuccessfulBidder.

3) Successful Bidder has to email/send the scanned document the duly signed filled-in prescribed format **APPENDIX-F (2)** as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed **APPENDIX-F(2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.

4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with the Company as per prevailing procedure.

5) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Company will take appropriate action against such Bidder and / or debar him from participating in future

6) In case Company decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Company shall be opened as per Company's standard



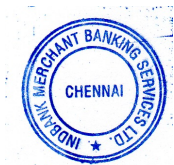
practice.

J) Bidder's Obligation:

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers /Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Company to any other party without written permission from the Company.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

- 1) Company reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made available on website immediately.
- 3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.



APPENDIX-F(1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

ReferenceNo:

Date:

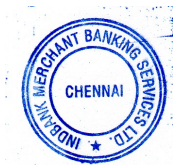
The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.

Dear Sir,

Acceptance of Reverse Auction Business Rules and Terms & conditions in respect of Tender / RFP Ref.No.IBMBS/RO/RFP/01/2020-21 dated 25.11.2020 for procurement of Procurement of Software Licenses for Trading Front Office (Dealer and Client EXE), Online Trading (Web and Mobile), Allied Products/Modules and Co-location Hosting with Managed Service.

We refer to the captioned subject and confirm that-

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Company and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a communication containing our offer price before the auction close time and no claim can be made by us on either or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated communication instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above-mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by Indian Bank's authorised e-Procurement service provider **M/s. Antares Systems Limited** and agree to enter into an agreement with him (Service Provider) for making the process of



Reverse Auction and its result legally binding onus.

8) We will send duly signed filled-in prescribed format (**APPENDIX F (2)**) as provided on case-to-case basis, to Company within 24 hours of end of Reverse Auction without fail.

9) We will give break-up of our last / lowest bid price as per the prescribed format at the end of Reverse Auction event within 48 hours without fail.

10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us, Company is free to take appropriate action against us and / or debar us from participating in future tenders.

11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize the Company to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under – Email : _____ Mobile: _____

Signature with company seal :

Name of Authorized

Representative : Designation:

Email :

Mobile :

Tel. No:

Fax No.:



APPENDIX-F(2)

(To be submitted / send by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

Date:

**The Vice President
Indbank Merchant Banking Services Ltd
1st Floor, Khivraj Complex 1, No 480, Anna Salai,
Nandanam, Chennai- 35.**

Sir,

Final / Lowest Bid Price quoted in Reverse Auction held on _____ in respect of
Tender / RFP Ref.No. _____ Dated _____ For procurement of

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for _____ captioned tender is as under -
Rs. (_____ in figure) :

_____Rs. (in words):

We confirm that - 1) ☐ We enclose herewith the detailed break-up of above price as per the specified format OR ☐ We undertake to give detailed break-up of above bid price as per the specified format within 48 hours from the end-of Reverse Auction event.

2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or debar him from participating infuture

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Company will take appropriate action against us and / or debar us from participating infuture

Signature with company seal :

Name _____ of _____ Authorized
Representative : Designation: _____

Email: _____ Mobile: _____ Tel.No: _____ Fax No: _____



APPENDIX F (3)**Process Compliance Form**

(The Bidders are required to print this on their company's letter head and sign, stamp before providing to Service Provider)

To

(Name&Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that (Company) and (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e- auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize (Service Provider) to bid on our behalf by sending a communication containing our offer price before the auction close time and no claim can be made by us on either (Company) or (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated communication instructions.
- 6) I/we do understand that (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.



7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

8) We also confirm that we will send the price confirmation & break up of our quoted price as per **APPENDIX-F (2)** as requested by (Company) / (Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal Name – Company /

Organization – Designation within Company /

Organization –

Address of Company / Organization –

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