REQUEST FOR PROPOSAL

For

Software Maintenance and Development Services

(Ref No: SMDS/16-04)

TO BE SUBMITTED BEFORE
3.00 P.M on 2nd May 2016

ADDRESS TO

Chief Executive Officer
Indian Institute of Banking & Finance
Kohinoor City, Commercial II,
Tower I, Second Floor,
Kirol Road, Kurla – West,
Mumbai – 400 070
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1. About IIBF

Established in 1928 as a Company, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Bankers (IIB), is a professional body of banks, financial institutions and their employees in India with a Mission to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, examination, consultancy/counselling and continuing professional development programs. During its 87+ years of service, IIBF has emerged as a premier institute in banking and finance education for those employed as well as seeking employment in the sector. Since inception, the Institute has awarded several banking and finance qualifications, viz., JAIIB, CAIIB, Diplomas and Certificates in specialized areas and helped the practitioners of banking and finance to sustain their professionalism through continuing professional development programs.

IIBF is a ‘Distance Learning’ Institute. In order that the candidates who appear for the examinations get adequate education/knowledge inputs, the Institute offers various educational services. The pedagogy of Distance Learning offered by the Institute is (i) publishing specific courseware for each paper/examination; (ii) publishing work books; (iii) tutorials through accredited institutions; (iv) contact classes; (v) virtual classes; (vi) e-learning through portal; (vii) campus training for selected courses, etc.

As a professional body, IIBF ensures that its members are given up to date information about the profession they practice. Towards this end, the Institute offers a daily e-news letter called “Fin@Quest”, a monthly bulletin – “IIBF-Vision”, a quarterly journal – “Bank Quest”, arranges to conduct Research Studies and publishes Research Reports. It also offers Management Development courses in collaboration with leading Management Institutions, besides organizing Seminars, Conferences, Lecturers, short duration programs, etc., as part of Continuing Professional Development.

The Institute’s Governing Council consists of eminent persons from the banking and finance sector, academicians and professionals.

IIBF is an ISO 9001-2008 Organization with its Corporate Office in Mumbai and four Zonal Offices/Professional Development Centres in Mumbai, Delhi, Chennai and Kolkata and its Website is : www.iibf.org.in (Annexure – I)

2. Major Activities of the Institute:

Membership: IIBF has got over 6.50 lakh Individual members. There are 677 plus Institutional members (Banks and Financial Institutions).

Course Offered:

- **JAIIB**
- **CAIIB**
- **Diploma in Banking and Finance**
- **Diplomas** like Diploma in Treasury, Investment and Risk Management, Diploma in Banking Technology, Diploma in International Banking and Finance, Advance Diploma in Wealth Management etc.
- **Certificate Courses** in Anti- Money Laundering and Know Your Customer, Trade Finance, Information System Banker, Credit Card for bankers, IT Security, Cyber Crimes & Fraud Management, FEMA etc.(for details visit- www.iibf.org.in)
• **Blended Courses** like Certified Credit Officer, Certified Bank Trainer, Certified Banking Compliance Professional, Certified Treasury Professional.

All these examinations are backed by specially developed courseware. The Institute has arranged to publish these courseware and they are available with the publishers viz. M/s Macmillan India Ltd. / M/s Taxmann Publications Pvt. Ltd and also with leading bookshops.

**Web Portal:** Institute provides educational support through its portal for the various courses of the examinations through e-learning and web classes. It renders web based professional skill-set development courses in selected areas.

### 3. Purpose:

Indian Institute of Banking & Finance (IIBF) is on the lookout for an established mature application software vendor who will partner with the Institute to manage and support the application software lifecycle. Such a vendor should be capable of supporting the maintenance of the existing systems at the same time plan and develop additional modules as and when needed in consultation with the IT department and business users of the Institute in an ongoing basis.

In this connection, Institute would like to invite Proposals from reputed and experienced vendors who can provide software maintenance and development services for a period of three (3) years. The Institute at its sole discretion may extend the services for a further period of two (2) years on such terms and conditions as may be agreed to, by the parties.

### 4. Extent of Proposal:

Prospective vendor should note that any proposal submitted in response to this RFP and all associated amendments or clarifications submitted during evaluation, would form part of any subsequent contract to be signed for the services relating to the Project.

### 5. Schedule of activities for RFP:

The following table indicates schedule for major activities associated with RFP distribution, proposal submission, proposal evaluation process, and contract award.

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of RFP</td>
<td>4th April 2016</td>
</tr>
<tr>
<td>2</td>
<td>Submission of request for Clarification, if any, from vendor / service provider (written / email <a href="mailto:sgbhatia@iibf.org.in">sgbhatia@iibf.org.in</a> , <a href="mailto:anishrivastava@iibf.org.in">anishrivastava@iibf.org.in</a>)</td>
<td>16th April 2016</td>
</tr>
<tr>
<td>3</td>
<td>Pre-bid meeting for clarification on written queries.</td>
<td>25th April 2016</td>
</tr>
<tr>
<td>4</td>
<td>Proposal submission by vendors</td>
<td>2nd May 2016 3.00 pm</td>
</tr>
<tr>
<td>5</td>
<td>Technical proposal opening</td>
<td>2nd May 2016 4.00 pm</td>
</tr>
<tr>
<td>6</td>
<td>Vendor’s presentation/demo/walkthrough as part of Evaluation</td>
<td>#</td>
</tr>
<tr>
<td>7</td>
<td>Opening of Commercial Bids</td>
<td>#</td>
</tr>
</tbody>
</table>

# Date/Time shall be communicated to the Eligible / Shortlisted vendors

IIBF reserves the right at its sole discretion to change the Schedule of Activities,
including the associated dates.

6. Minimum Eligibility Criteria:

1. The vendor should be a company registered under Companies Act.

2. The vendor should be in existence at least 7 years as of 1st April 2015 in a software development and maintenance domain.

3. The vendor should have a turnover of Rs.15 crore or more from Software development and maintenance business in Indian market during each of last three completed financial years. i.e. FY 2012-13, 2013-14 and 2014-15

4. The vendor should have a Net Profit or having Positive Net worth in each of the last three completed financial years. i.e. FY 2012-13, 2013-14 and 2014-15

5. The vendor has never have been blacklisted/barred/disqualified by any regulatory/statutory body or any PSU or any established Company.

6. The vendor should have Developed/Maintained at least three D2K/J2EE based web enabled projects (each order value of Rs.30 lac or above in last 5 years)

7. The vendor must have a currently valid Sales Tax/VAT/Service tax registration certificate and Pan number

8. The vendor should be certified at minimum SEI CMM Level 5 / ISO 9001

Note:

a. Details are to be furnished as per Annexure III (Minimum Eligibility Criteria Template). Supporting documents should be arranged/numbered in the same order as mentioned.

b. All certificates or documents should also be self-attested and attached/bound together

c. Failure to meet any of these criteria will disqualify the vendor and it will be eliminated from further process.

d. The Institute reserves the right to verify and/or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the vendor.

e. At a later stage if it is found that, the vendor has provided false information or has wrongly certified any of the documents in support of the eligibility criteria, the vendor shall be liable for legal action and/or cancellation of contract.

7. Brief Scope of Work

1. Vendor shall perform maintenance, development and modify all the Applications software (Annexure – VI) and deliver Source Codes, associated software
documentsations, user training and operational helpdesk support to the users of IIBF in accordance with delivery schedules as per specifications and requirements as set forth in such Quarterly/Monthly plans and mutually agreed between Parties.

2. Vendor shall provide Help Desk support at primary site and telephonic support in general at other centres. The type and quantum of Help Desk Support shall be mutually decided.

3. The vendor shall deploy mutually agreed number of its Representatives at Primary site at Mumbai to deliver the above service as mentioned in section 8 of this RFP.

4. On a monthly basis vendor shall provide to IIBF a written report summarizing all work being performed by vendor under this Agreement such as progress and target completion dates for identified work and any other information mutually agreed by the parties. The deployed resources shall be responsible to follow industry standards for software development / maintenance methodology.

5. The vendor is expected to appraise and advise IIBF of current trends and best practices available/used in the market in relation to the application software and components used by IIBF on an ongoing basis.

6. Tuning and code changes for optimal performance.

7. Hand holding training to the end-users and system personnel.

8. The vendor will review the existing code and modify so as to increase the efficiency of the application. A detailed report of proposed changes and risk involved along with the implications will be handed over to the IIBF and approval will be sought before making necessary changes.

9. The vendor shall submit the resumes/bio-data of all deployed resources. IIBF reserve the rights to verify the same.

10. Maintenance of parallel setup for development/testrun/UAT for the new development/changes made.

7.1 Procedure/Stages for software Development/Maintenance in brief.

7.1.1 Undertake Requirement Gathering, preparation of Project Documents

Carry out study of the existing business processes to thoroughly understand the functional and operational mechanism and collect requirement. Broad activates would include:

- Understand input data and report requirements
- Collect existing forms and report formats
- Prepare cases scenario
- Interact with concerned officials and review of the existing systems, applications
- Detailed study of requirements of Application components and solutions
• Assess existing applications from the perspective of integration with other application.
• Prepare User Requirement Specifications document

7.1.2 Preparation of System Requirement Specification (SRS) and System Design Document (SDD)

Prepare SRS and SDD based on the captured business, functional and technological requirements. Broad activates would include:
• Independent assessment of the requirements of the concerned department and prepare SRS document
• Prepare and maintain various design documents to develop secure and scalable application software.
• Document all the changes incorporated in the application software and also improves the documentation of existing user / system reference manuals of different modules wherever it is necessary and possible.

7.1.3 Development of the Application Software

Design and development of various application modules offering functionalities with the User Requirements, SRS, SDD etc. Broad activates would include:
• Design application screens, forms, modules and develop the application as per final specifications / SRS / SDD etc.
• Ensure developed application modules meets guidelines and standards in terms of security features, application architecture etc. As per the direction of IIBF.

7.1.4 Testing of the Application

Testing of application majorly covering unit, performance, security, load and integration testing. Broad activates would include:
• Prepare & submit Test Plan and Test Cases to IIBF
• Conduct testing of various components / modules of the developed application
• Execute and perform various application/ modules testing like performance, Data integrity, data validation, data control, load, security, quality testing etc.

7.1.5 User Acceptance Testing (UAT)

Prepare Test cases, conduct UAT. Broad activities would include:
• Prepare detailed UAT plans, schedules, procedures and formats
• Prepare UAT use case scenarios and expected results
• Conduct UAT, identify and rectify developed application issues / errors / bugs reported during the testing / UAT up-to the satisfaction of IIBF.
7.1.6 Deployment and Configuration of Application

Deploy and configure the application on the production server in co-ordination with IIBF.

7.1.7 Application Go-Live

Post deployment of the application, the application development team shall monitor the performance of the application and make necessary modifications to enhance application performance. Team shall also undertake necessary corrective actions to resolve all the reported bugs to achieve Application Go Live.

7.1.8 Maintenance of the Application (Existing/new)

Maintenance of the existing/developed application and ensure that the developed application is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as approved by IIBF.

Broad activities would include:
- Undertake activities like bug fixing, application enhancement etc.
- Debugging, modification and updation in the Application
- Development of new Software/module as and when required by IIBF
- Maintain change management log
- Proper version control of the source code

8. Initial Deployment of Team

Vendor shall be responsible for initial deployment of below set of resources within 7 days of signing of Agreement with IIBF as per the desired skill-set and experience of various categories of resources as specified below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Resource Category</th>
<th>Total No. of Resources to be deployed initially</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Software Application Developer – D2K</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Software Application Developer – JAVA</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>

Note:
1. The number/category of resources to be deployed may vary based on the specific skill-set of application developers under various categories of resources anytime during the contract period as per requirement of IIBF.
2. Vendor should arrange additional resource of required skill sets on providing notice of 4 calendar weeks.
3. On a notice of 4 calendar weeks from IIBF the vendor shall undertake to reduce the team size as per IIBF request.

Qualification and experience of the resource:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Resource Category</th>
<th>Qualification &amp; Experience</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Reference to Scope of work</th>
<th>Deliverables (Indicative)</th>
<th>Timelines</th>
</tr>
</thead>
</table>
| 1 | Undertake end-to-end responsibility for any new requirement / modification / Enhancement / bug | - User Requirement Document  
- Software Requirement Specification (SRS)  
- System Design Document (SDD)  
- Release of developed application modules for testing  
- Test Plan, Test Execution Reports  
- User Acceptance Testing (UAT)  
- Bug Fixing and Performance Tuning  
- Application Go Live  
- Maintenance of developed modules / applications | As per the direction received from the IIBF                                      |

9. **Deliverables and Time Lines**

After finalization of requirements, the resources shall be responsible to sincerely work on the identified areas and ensure timely completion of the deliverables. At the end of each quarter, progress of each resource shall be closely reviewed and it is expected that the resources shall be sincere to their work and will be require to work on extended office hours / holidays to ensure completion of their tasks. The indicative list of deliverables are mentioned in the following table:

10. **Roles and Responsibilities of IIBF**

1. Evaluate and approve effort estimates provided by the deployed team for development and deployment of application.
2. Arrange suitable working environment and provide necessary hardware infrastructure and software environment to the team for on-site application development.
3. Provide Sign-off / acceptance of various project deliverables submitted by the deployed resources.
4. Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the application development activity
5. Facilitate UAT

11. Service Level Agreement:

The aim of this agreement is to provide a basis for close co-operation between IIBF and the vendor, for services to be provided to IIBF, thereby ensuring that timely and efficient support services are available to IIBF and its end-users.

11.1 Service Level Definition:

Depending on the criticality and severity of calls, service levels are defined as follows:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Severity Type</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>Critical Problems</td>
<td>A problem which affects more than one department’s work/Line of business.</td>
</tr>
<tr>
<td>S2</td>
<td>Major Problems</td>
<td>A problem that affects a particular department/section.</td>
</tr>
<tr>
<td>S3</td>
<td>Moderate Problems</td>
<td>A problem that affects a typical user group e.g. Non availability/failure of any module etc.</td>
</tr>
<tr>
<td>S4</td>
<td>Minor Problem</td>
<td>A problem that affects a typical user.</td>
</tr>
</tbody>
</table>

11.2. Service Level Target:

Following table defines Service Level Targets for Response and Resolution time for bug fixing.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Max. Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>One Day</td>
</tr>
<tr>
<td>S2</td>
<td>Two days</td>
</tr>
<tr>
<td>S3</td>
<td>Three Days</td>
</tr>
<tr>
<td>S4</td>
<td>Four Days</td>
</tr>
</tbody>
</table>

Example: In case problem reported on 1st January and the severity level is of S1 the schedule delivery date will be 2nd January.

For new development or enhancement the vendor should follow the norms of Software Development Life Cycle process and the time limit will be fixed based on the task and complexities involved as may be agreed after mutual discussion.

Example: For new development or enhancement if time limit is of 5 days and work commences on 1st January the schedule delivery date will be 5th January.
11.3. Penalty

Penalty @ 5% of the invoice amount per person day (responsible for delivery) multiply by number of days delayed may be levied/deducted in the event of overshooting of delivery date in respect of bug fixing, enhancement, modification or new development.

Number of days delayed = ‘Actual delivery date’ less ‘Schedule delivery date’
Example: If delay is of 2 days.

\[ \text{Mark} = \frac{\text{Number of days delayed}}{\text{Per day resource cost}} \times \text{Invoice amount per person day (responsible for delivery)} \]

(a) 5 % of Rs.300/- * 2; 15 *2 = Rs. 30/- (Developer)
(b) 5% of Rs.400/- * 2; 20 * 2 = Rs. 40/- (Project Manager)
(c) Total (a+b) = Rs. 70/-

(Assuming per day resource cost of developer Rs.300/- and project manager Rs.400/-)

12. Evaluation:

12.1 Stage : 1 - Minimum Eligibility Evaluation:

The technical proposal will be evaluated only for those vendors who fulfil the minimum eligibility criteria as given in Section 6 in this RFP.

Failure to meet any of these criteria specified will disqualify the vendor and it will be eliminated from further process.

12.2 Stage : 2 - Technical Evaluation:

Proposals submitted by vendors shortlisted at stage 1 will be eligible for technical evaluation.

Marks for technical evaluation will be awarded as per the Annexure - X

The proposal securing the highest Marks in stage 2 will be ranked as R1, Second highest as R2 and Third Highest as R3 and so on. Top seven (7) vendors will be called for Interview/presentation/demo.

12.3 Stage : 3 - Presentation/demo:

Presentation/Demonstration on the approach of development/maintenance and upgradation of web enabled project design etc. 20 Marks

Specific experience of the vendor relevant to development/maintenance of software and technology used by IIBF. More weightage will be given to the bidders who has developed/ maintained software for Educational Institutes, PSUs, Govt., Large Corporate in India. 20 Marks

Marks secured under stage 2 and stage 3 will be added to arrive at total score. Top five (5)
proposals will qualify for the commercial bid opening.

No further discussion/interaction will be granted to the vendors who have been technically disqualified.

12.4 Stage : 4 - Commercial Bid Opening/Evaluation:

The Commercial proposal of all (Top 5) vendors shortlisted under Technical evaluation will be opened. However, IIBF will not bind itself to accept the lowest commercial or any commercial and reserves the right to accept any proposal, whole, or in part.

Proposal with a lowest quote shall be considered as most responsive vendor, and it may be called for negotiation, if required.

IIBF’s Decision with respect to evaluation methodology and short-listing of vendors will be final and no claims whatsoever in this respect will be entertained.

13. Proposal Format:

1. The proposals should be submitted in two separate sealed covers.

First envelope marked “Minimum Eligibility Criteria” containing:
   a) Power of Attorney
   b) EMD (Annexure-II)
   c) Minimum Eligibility Criteria Template and documents to establish minimum eligibility criteria (Annexure-III)
   d) Experience Format (Annexure-IV)
   e) Reference Format (Annexure – V)
   f) NDA (Annexure - VIII)
   g) Forwarding Letter (Annexure-IX)
   h) Technical Evaluation Template (Annexure – X)
   i) Declaration for Acceptance of RFP Terms and Conditions (Annexure – XI)
   j) Declaration for Acceptance of Scope of Work (Annexure – XII)
   k) Bidder’s Information (Annexure – XIII)
   l) RFP copy with Signature and Stamp on all pages

Second envelope marked “Confidential – Commercial Quote”, containing:
Non window sealed envelop containg Commercial bid as per commercial template (Annexure-VII)

Third Envelope (big cover) marked superscribed with ‘Proposal for Selection of vendor for Software Maintenance and Development Services’ should contain the envelop 1 and envelop 2.

2. The vendor should submit the proposal properly filed & paginated so that the papers are not lost.

3. The proposal, which are not sealed or open tenders sent through Fax /e-mail will summarily be rejected.
4. The proposal not submitted in the prescribed format or incomplete in details are liable for rejection.

5. The proposal containing unauthentic erasing or alterations will not be considered.

6. No document/ Correspondence will be entertained after the closing time of the tender.

**14. Signing of the Document:**

1. The proposal is liable to be rejected if complete information is not given therein. Please note that conditions given in the proposal documents shall govern the contract. It may be noted carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in the proposal document shall govern the contract.

2. The individual signing the proposal and/or other documents connected with the contract must write his name in BLOCK LETTERS under his signatures.

3. The individual signing the proposal and/or other documents should specify whether:

   - He is the sole proprietor of the firm or constituted attorney of such sole proprietor.
   - A partner of the firm, if it is a partnership firm, in such case he must have authority to refer to arbitration dispute concerning the business of the membership by virtue of partnership agreement or a Power of Attorney.
   - Constituted attorney of the firm, if it is a company under the meaning of Company Law, a certified Photostat copy of the power of attorney should be attached.

   1. Managing Director/President/Chairman/Company Secretary in case of Limited Co. Having authorization for committing the company from its Board of Directors or as is required under Co. Law
   2. President or Secretary in case of registered co-operative society having such powers through Laws/Bylaws or by special resolution.

   - Signed by duly Authorized officer in case of PSU.

4. In case of partnership firms, where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any partner, the tender and all documents attached there-to must be signed by each and every partner of the firm.

5. A Person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the IIBF may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
6. In other cases, the resolution/ authorization/ attorney duly attested by NOTARY PUBLIC should be submitted with the tender if not already done.

15. Commercial Proposal:

1. The Commercial proposal should give all relevant price information.
   All prices should be quoted in Indian Rupees only.

2. Prices should be valid for 180 days from the date of submission.

16. Other Terms and Conditions:

1. Vendor shall maintain staffing levels and continuity of personnel consistent with its obligation to perform the Services. The vendor shall remain fully liable for the acts and omissions of its representatives. In the event that any of the Representatives performing Services is unacceptable to IIBF for any reason, IIBF reserves the right to notify vendor in which case vendor shall immediately remove such Representative from performing Services hereunder and make all efforts to provide qualified replacement at the earliest, ordinarily in about 15 days from the date of such notice. Vendor shall ensure that such representative is capable of performing the Services in accordance with this Agreement.

2. Vendor’s Representatives, when at IIBF’s premises or accessing IIBF’s networks hereunder, shall comply with all of IIBF security, supervision and other standard policies and procedures applicable to such Representatives.

3. On request from IIBF in advance and subjected to agreement between Parties, the vendor’s Representatives shall perform services at the premises of IIBF on weekend or Holidays.

4. Where deemed necessary by IIBF, vendor/deployed resources shall sign confidentiality Agreements/assignment/task of copyright Agreements on forms supplied by IIBF.

5. The deployed team will observe IIBF office hours and calendar of holidays. However, in exceptional cases, the developers’ team will have to work beyond normal working hours as well as on holidays.

6. Notwithstanding imposition of penalty as herein-before mentioned, Institute during the period of contract reserve the right to demand for a suitable personnel to be substituted if after review and in the opinion of Institute, the manpower or personnel already provided/deployed by the vendor is not up-to the mark.

7. Any change in deployed team during the period of contract should be done only with the prior consent of IIBF.

8. The vendor accepts that core and other applications are Intellectual Property Rights (IPR) of the Institute and the vendor shall not use / share with the third party without explicit written permission. The vendor will not have the right to use/ reproduce all the software in whatsoever manner even after the end of this contract.

9. The vendor shall be responsible to ensure that all the persons employed by it for work in connection with the execution of this contract shall not disclose to any third party, without prior permission, any information furnished to them by IIBF or which may be necessary in carrying out their obligation under this contract and shall treat all such
information as confidential.

10. Vendor should maintain the application software by versioning and maintaining tracks of all the changes made to the software. Every quarter the vendor would hand over the source code along with all the versions and all the related documents to IIBF.

11. IIBF is a not-for-profit educational Institute and is eligible for special prices available for educational institutes. Vendors are requested to consider the same while giving commercial quote.

12. The vendor will provide Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work.

13. Selected vendor will have to sign contract with IIBF at mutually acceptable terms and condition (Service Level Agreement)

14. Selected vendor will have to sign contract with IIBF at mutually acceptable terms and condition (NDA)

15. The vendor shall bear all costs associated with the preparation and submission of its proposal, attending Pre-Bid meeting or arranging proof of concept (POC). IIBF will provide no reimbursement for such costs.

16. To assist in the scrutiny, evaluation and comparison of offers Institute may, at its discretion, ask some or all vendor for clarification of their offer.

17. Vendor shall be responsible for Knowledge transfer to the incoming vendor at the completion or termination of contract period whichever is earlier. This will include amongst other, System walkthrough and hands on support for minimum of 4 weeks.

18. The EMD amount of all unsuccessful vendors would be returned on completion of the entire RFP process. For successful vendor the EMD will be returned after furnishing of Bank Guarantee to the satisfaction of Institute.

19. The EMD amount may be forfeited:– If a vendor withdraws its proposal during the period of validity. If any of the vendor’s statement turns out to be false/incorrect during evaluation or vendor fails to sign the contract post selection.

20. If the contract is extended for any reason, the vendor shall have the Bank Guarantee extended accordingly i.e. extended period plus six months.

21. The bank guarantee shall be released after 6 months of satisfactory completion of all the works against the contract and after deductions of any liability against the contract.

22. Any effort by a vendor to influence the IIBF on any matter relating to the proposal, its evaluation, comparison, selection may result in the rejection of the vendor’s proposal.

23. The vendor’s representative engaged for the maintenance support will be required to learn the details of all applications for initial four weeks period. During this learning period they will be assisted by the existing maintenance team members to understand the applications.
The actual maintenance support for the same will start after the learning period is over. The time spent during learning period will not be charged to the IIBF.

24. Vendor shall make all necessary statutory payments /other requirements (like Salary, PF etc.) as per prevailing statutory laws to these deployed resource. Vendor will certify and submit the proof of fulfilment of all statutory requirements and other requirements complied by him to IIBF along with the Bills/Invoice.

25. IIBF shall make payment of bills after deduction of all applicable taxes. Payment will be released after the end of every quarter on submission of bill and supporting document, subject to satisfactory services provided by the vendor.

26. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

27. Successful vendor is required to submit the escalation matrix (from level 1 to level 3) with Name Designation, telephone number in the following format.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Level</th>
<th>Name</th>
<th>Designation</th>
<th>E-mail</th>
<th>Tel No.</th>
<th>Mobile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Level 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Level 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Level 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

17. Performance Bank Guarantee:

1. The Successful vendor shall furnish the (BG) performance security equivalent to 10% of the contract value in the form of Performance Bank Guarantee issued by a public Sector Bank in India for a period of contract plus (6 ) six months within 15 days from the date of Purchase order.

Notwithstanding anything to the contrary contained in the contract, IIBF shall be at liberty to invoke the Performance Bank Guarantee without notice to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the vendor fails to perform any of the terms of contract / order and/or its breach.

2. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two measurement cycles or any three measurement cycles in a year, IIBF will Inter-alias, be at liberty to invoke the performance bank guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.

3. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the vendor, which in the opinion of IIBF should entitle the vendor to a reasonable extension of time, such extension may be considered by IIBF at its sole and absolute discretion, however such extension shall not operate to relieve the vendor of any of its obligations. IIBF shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the vendor would be required to extend the validity period of the performance guarantee accordingly.

18. Termination of contract
1. IIBF reserves the right to terminate the contract if it is established on the basis of price discovery that it would be beneficial for the institute to go in for a fresh RFP/contract and also in the event the vendor breaches any of the terms of the agreement. Payment will be made on pro rata basis for the services, which have been completed & accepted by IIBF, after deducting applicable penalty and TDS/other taxes.

2. In the event of vendor choosing to terminate the contract without any reasonable cause and/ or failure on his part to perform the contract in full or in part, the Institute reserves the right to invoke bank guarantee and/or take any other steps as may be deemed necessary.

3. Both the parties may terminate the contract by giving 90 days notice subject to clause 18.1 and 18.2.

4. IIBF will continue to own the deliverable submitted by vendor and reserve the right to appoint any third-party. In the event of termination of agreement the vendor will assist in smooth migration to new vendor.

19. Pre-Bid Meeting:

- IIBF will organize a pre-bid meeting as per the schedule at its corporate office.
- The purpose of this meeting is to clarify, doubts, issues and respond to questions on any matter that may be raised at that stage. The responses will be confined to issues related to Technical Requirements only. Responses to all the clarifications, doubts, queries received by mail and e-mails and response to queries raised during the pre-bid meeting will be posted on IIBF’s website. Any modification to the RFP document that may become necessary after the pre-bid meeting shall be prepared by IIBF as an addendum. The addendum will be hosted on IIBF website.

- Prospective vendor may attend the pre-bid meeting with not more than two (2) representatives.

- Those prospective vendor who choose to attend the pre-bid meeting are requested to carry with them either an authority letter from their company on their letter head or produce any other identification as proof like visiting cards of the representing companies who have procured the RFP.

20. Subcontracting:

The vendor will not subcontract or delegate or permit anyone other than the vendor’s personnel to perform any of the work, service or other performance required of the vendor under this agreement. In the event of the vendor’s transferring or assigning the order whole or part to anyone without IIBF’s permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the order liable to be terminated and bank guarantee shall be forfeited/invoked.

21. Waiver of Minor Irregularities:

IIBF reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IIBF.

Where IIBF may waive minor irregularities, such waiver shall in no way modify the RFP.
requirements or excuse the vendor from full compliance with the RFP specifications and other contract requirements if the vendor is selected.

22. Modify/Withdrawal of Proposals:

Prior to the date specified for receipt of proposal, a submitted proposal may be modified/withdrawn by submitting a signed written request for its modification/withdrawal to IIBF but in such a case the earnest money may be forfeited.

23. Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless vendor and IIBF mutually agree in writing to the same. Vendor will not use the contents of this proposal to bid for any other contract.

24. Clarification:

Request for clarification should be mailed by an official authorized by the vendor to sgbbhatia@iibf.org.in, anishrivastava@iibf.org.in only in the format given below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Document Reference</th>
<th>Page No.</th>
<th>Clause No.</th>
<th>Description in RFP</th>
<th>Clarification Sought</th>
<th>Additional Remark (if any)</th>
</tr>
</thead>
</table>

25. Non-Disclosure Agreement (NDA) for Information and Data security:

Along with the performance guarantee, selected vendor will have to sign the Non-Disclosure agreement on a stamp paper as per the format given in Annexure- VIII and should be duly notarised. The empanelment will be legalised only on the Contract being signed between the vendor and IIBF along with the Bank Guarantee and the NDA submitted by the successful Bidder/Vendor.

The following annexure shall form part of the RFP and should be read together while submitting the proposal.

Annexure – I : IIBF Addresses
Annexure – II : Bidder’s
Letter for EMD
Annexure – III : Minimum Eligibility Criteria Template
Annexure – IV : Experience Format
Annexure – V : Reference Format
Annexure – VI : Existing Software Applications
Annexure – VII : Commercial Template
Annexure – VIII : Non Disclosure Agreement
Annexure – IX : Forwarding Letter
Annexure – X : Technical Evaluation Template
Annexure – XI : Declaration for Acceptance of RFP Terms and Conditions
Annexure – XII : Declaration for Acceptance of Scope of Work
Annexure – XIII : Bidder’s Information

The Institute reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

The IIBF also reserves the right to split up the contract without assigning any reason and in suppression of any of the conditions given herein or after.

The decision of the Institute in selecting the vendor would be final and conclusive and the Institute will not entertain any correspondence in this regard.

Vendors are requested to give the best price along with other terms and conditions on or before 2nd May 2016 3.00 pm in a sealed envelope duly superscribed “Proposal for Selection of vendor for Software Maintenance and Development Service ” (Refer Section 13 Proposal Format ) Addressing to :

Chief Executive Officer
Indian Institute of Banking & finance
Kohinoor City, Commercial II, Tower I,
Second Floor, Kirol Road,
Kurla – West
Mumbai – 400 070.
Annexure – I
IIBF Addresses

<table>
<thead>
<tr>
<th>ZONE/CPD</th>
<th>CONTACT ADDRESS</th>
</tr>
</thead>
</table>
| CENTRAL OFFICE /  | Kohinoor City  
| CORPORATE OFFICE  | Commercial – II  
|                   | Tower-I, 2nd & 3rd Floor  
|                   | Kirol Road  
|                   | Off-L.B.S Mare  
|                   | Kurla- West  
|                   | MUMBAI – 400 070  
|                   | Phone : 91 – 022 – 25039746 / 9604 / 9907  
|                   | Fax : 91 – 022- 25037332                                                                                                               |
| EASTERN           | Indian Institute of Banking & Finance 7th Floor, Hindustan Building Annex, 4 C.R Avenue, KOLKATA – 700 072  
|                   | Phone : 033-22124992 Fax : 033 - 2 2 1 2 4 6 8 0  
|                   | Email : iibfze@iibf.org.in                                                                                                                |
| WESTERN           | Indian Institute of Banking & Finance 191-F, Maker Towers,19th Floor, Cuffe Parade,  
|                   | MUMBAI – 400 005  
|                   | Phone : 91-022-2218 3302  
|                   | Fax : 91-022-2218 0845  
|                   | Phone : 91-022-2218 5134                                                                                                                |
|                   | Email : iibfwz@iibf.org.in                                                                                                                |
| NORTHERN          | Indian Institute of Banking & Finance 109 – 113, Vikrant towers  
|                   | 1st floor, 4, Rajendra place  
|                   | NEW DELHI – 110 008  
|                   | Phone : 91-011- 2575 2191  
|                   | Phone : 91-011- 2575 2192  
|                   | Fax : 91-011- 2575 2193                                                                                                                |
|                   | Email : iibfnz@iibf.org.in                                                                                                                |
| SOUTHERN          | Indian Institute of Banking & Finance  
|                   | No.94, Jawaharlal Nehru Road (100 Feet Road)  
|                   | Opp to Hotel Ambica Empire, Vadapalani,  
|                   | CHENNAI – 600 026  
|                   | Phone : 044 – 24722990, 24727961  
|                   | Fax : 044 – 24726966  
|                   | Email : iibfsz@iibf.org.in                                                                                                                |
Annexure – II

Bidder’s Letter for EMD

To

Indian Institute of Banking & Finance
Kohinoor City, Commercial II,
Tower 1, 2nd Floor,
Off L.B.S.Marg, Kirol Road,
Kurla West,
Mumbai – 400 070

Sub: Ref No. SMDS/16-04

We have enclosed an EMD in the form of a Demand Draft No. in favors of IIBF payable at Mumbai issued by the branch ______________of the Bank, for the sum of Rs.________ (Rupees _________________________Only) as specified in terms and conditions of this tender. EMD Valid up-to_____________

Thanking you,

Yours faithfully,

Date:......-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
## Annexure – III

**Minimum Eligibility Criteria Template**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Minimum Eligibility Criteria</th>
<th>Complia nce Y/N</th>
<th>Supporting Documents to be submitted along with technical bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The vendor should be a company registered under Companies Act.</td>
<td></td>
<td>Photo copy of Registration Certificate</td>
</tr>
<tr>
<td>2</td>
<td>The vendor should be in existence at least for 7 years as of 1st April 2015 in software development and maintenance</td>
<td></td>
<td>Photo copy of Certificate for commencement of business.</td>
</tr>
<tr>
<td>3</td>
<td>The vendor should have a turnover of Rs.15 crore or more from Software development and maintenance business in Indian market during each of last three completed financial years, i.e. FY 2012-13, 2013-14 and 2014-15</td>
<td></td>
<td>Self certified copies of the audited balance sheet and profit &amp; loss statement for the last 3 completed financial years with adequate section duly marked and tagged.</td>
</tr>
<tr>
<td></td>
<td>Turnover declaration in INR</td>
<td>2012-13 2013-14 2014-15</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The vendor should be earning a Net Profit/ having Positive Net worth in each of the last three completed financial years. i.e. FY 2012-13, 2013-14 and 2014-15</td>
<td></td>
<td>Self certified copies of the audited balance sheet and profit &amp; loss statement for the last 3 completed financial years with adequate section duly marked and tagged.</td>
</tr>
<tr>
<td></td>
<td>Net profit/positive net worth declaration in INR</td>
<td>2012-13 2013-14 2014-15</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The vendor has never been blacklisted/ barred/ disqualified by any regulator/ statutory body or any PSU or any Company</td>
<td></td>
<td>Self-Certification/declaration</td>
</tr>
<tr>
<td>6</td>
<td>The vendor should have Developed/Maintained at least three D2K/J2EE based web enabled projects (each order value of Rs.30 lac or above in last 5 years reference only)</td>
<td></td>
<td>Copy of purchase order or project completion certificate from customer by mentioning the time frame clearly.</td>
</tr>
<tr>
<td>7</td>
<td>The vendor must have a currently valid Sales Tax/VAT/Service tax registration certificate and Pan number</td>
<td></td>
<td>Copies of Sales Tax/VAT/Service tax/ PAN to be enclosed</td>
</tr>
<tr>
<td>8</td>
<td>The vendor should be certified at minimum SEI CMM Level 5 / ISO 9001</td>
<td></td>
<td>Copy of certificate to be attached</td>
</tr>
</tbody>
</table>

Date:......- ......- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
Annexure – IV
Experience Format

Details of three (3) large-scale, Oracle/D2K/JAVA/J2EE-based web enabled Projects (each order value of Rs.30 lac or above in last 5 years)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Client Name and Location</th>
<th>Name of the Project</th>
<th>Project Start and End Date</th>
<th>Scope / Description of the Project</th>
<th>Order Value (in Lakhs)</th>
<th>Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:-

a) Please refer project for Software maintenance / Development / support using similar technology.
b) User satisfaction report to be attached (obtained from the customer)

Date:......-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
## Annexure – V

### Reference Format

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Client</th>
<th>Address</th>
<th>Reference Person Name</th>
<th>Reference Person Designation</th>
<th>Reference Person Email</th>
<th>Reference Person Telephone / Mobile No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: References of project mentioned in Annexure IV

Date:.....- .....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
Annexure – VI

Existing Software Applications

Oracle Database and the Oracle Application server are installed on separate Sun Solaris servers.

Oracle Database Server details : (SUN T5120) Oracle 10g , Version: 10.2.0.4.0
Oracle Application Server/Database version: (SUN V245) 10.1.2.3.0/10.2.0.4.0

D2K technology uses Oracle Forms and Reports ver. 10g 10.1.2.0.2 JAVA technology uses JAVA version 1.4 and 1.5 with Stuts 1.0.2.0 JDBC and J2EE

List of Application presently used by IIBF (User base: 50-70)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Module</th>
<th>Technology</th>
<th>Screen/ Forms (a)</th>
<th>Report (b)</th>
<th>Total (a+b)</th>
<th>Total (Packages/ Procedures/ Functions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Examination</td>
<td>D2K</td>
<td>148</td>
<td>133</td>
<td>281</td>
<td>119</td>
</tr>
<tr>
<td>2</td>
<td>Payroll</td>
<td>D2K</td>
<td>39</td>
<td>57</td>
<td>96</td>
<td>75</td>
</tr>
<tr>
<td>3</td>
<td>Library</td>
<td>D2K</td>
<td>129</td>
<td>74</td>
<td>203</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Bank Quest Subscription</td>
<td>D2K</td>
<td>118</td>
<td>143</td>
<td>261</td>
<td>63</td>
</tr>
<tr>
<td>5</td>
<td>Membership</td>
<td>JAVA</td>
<td>186</td>
<td></td>
<td>83</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Financial Accounting</td>
<td>JAVA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Online Payment upload/web interface</td>
<td>JAVA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Training</td>
<td>JAVA</td>
<td>24</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Bulk E-mail solution</td>
<td>JAVA</td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Leave management</td>
<td>JAVA</td>
<td>32</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Request management System</td>
<td>JAVA</td>
<td>9</td>
<td></td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Source Code Management System</td>
<td>JAVA</td>
<td>1</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Asset Management System</td>
<td>JAVA</td>
<td>16</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Complaint Management System</td>
<td>JAVA</td>
<td>24</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Claim Management</td>
<td>JAVA</td>
<td>22</td>
<td></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

General features of applications:

1. Centralized Web enabled integrated system.
2. Role based access
3. Fully menu driven, user friendly; information available at click of a button.
4. Multi location and Multi user
5. Supports multi mode of exam application acceptance (Online / Offline)
6. Supports Multi vendors (exam) and multi mode (Online / Offline)
7. Supports more than 270 Exams Centre
8. Integrated upto TB/P&L (Membership, Exam, Training and FA module)
9. Integrated with Website and Payment Gateway
10. Integrated with bulk email system
11. Integrated with vendors Online Exam Engine
12. Type of members supported: Ordinary, Fellow, Associate, DB&F, Non-Members, Institutional members
13. Support multiple payment mode (DD, SBI Cash (through Banks) and Online)
14. Support more than 11 lac members of which more than 5 lac active members
15. 700+ Institutional members
16. 34 different type of Diploma and Certificate examinations.
17. 2.75 lac candidates applied for different examinations in 2015-2016.
19. Option to print major report in two different format (PDF/Character).
## Annexure – VII

### Commercial Template

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Particular</th>
<th>Per person day charges (in Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Resource Software Developer (D2K)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Resource Software Developer (JAVA)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Taxes/ Levies on the above quoted rates to be clearly mentioned in percentage.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Particular</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VAT</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Service Tax</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other (Please mention)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

The charges are exclusive of statutory duties such as sales/trade tax/Service Tax/ VAT and any other Central, State Govt. levies which are to be shown separately and shall be payable as applicable.

Date:.....-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
ANNEXURE VIII

NON DISCLOSURE AGREEMENT

(To be taken on Rupees 100 Non Judicial Stamp Paper)

This Agreement is made on this ------- day of -------------- 2016 (“Effective Date”) between INDIAN INSTITUTE OF BANKING & FINANCE, a company registered under the Companies Act 1913, having its Corporate office at Commercial - II, Tower - I, 2nd & 3rd Floor, Kirol Road, Kohinoor City, Kurla (West), Mumbai 400 070 hereinafter referred to as the “Institute” or “Indemnity Holder” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the one part.

AND

XXXXXXX LIMITED a company registered in India and having its registered office (Hereinafter referred to as “XXXXXXX”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party to this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

IIBF and XXXXXXX shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidentiality of the various Confidential Information, which is provided or exchanged between IIBF and XXXXXXX to perform the respective promises in furtherance of this Agreement (hereinafter called “Purpose”) set forth in below:

(For Engagement of Agency for Supply of IT Manpower)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in-written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving
Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party’s sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient’s obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by
the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 8: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed by the IIBF Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator’s award shall be final and binding on the parties.

Article 9: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 11: TERM

This Agreement shall remain valid from the-------- until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 12: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.
Article 13: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<Bidder/company>             The Indian Institute of Banking & Finance

By: __________________       By: ______________________
Name: __________________     Name: __________________
Title: __________________     Title: __________________
Date: __________________     Date: __________________

Annexure -IX

Forwarding Letter

To:
The Chief Executive Officer
Indian Institute of Banking & Finance Kohinoor City,
Commercial II, Tower I, Second Floor, Kirol Road,
Kurla – West,
Mumbai – 400 070.

Dear Sir,

Sub: Ref No. SMDS/16-04

This is in reference to your above mentioned RFP for Software Maintenance and Development Services. Having examined the RFP document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

Further, we agree to abide by all the terms and conditions as mentioned in the RFP document. We have also noted that Indian Institute of Banking & Finance reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:.....- .....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
Annexure – X

Technical Evaluation Template

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Track of being in the Business (Development/Maintenance of software using Oracle/JAVA/J2EE etc)</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td>● Being in the Business for 16 years or more</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● Being in the Business for 11 to 15 years</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td>● Being in the Business for 7 to 10 years</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Average turnover for Last 3 years (from software business)</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td>● Rs. 26 Crore and above</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● Rs. 21 Crore to 25 Crore</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td>● Rs. 15 Crore to 20</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Satisfactory Services Certificate (For developing/maintaining of software for Clients (each order value of Rs.30 lac or above in last 5 years)</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td>● Satisfactory Services Certificate by 7 Clients</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● Satisfactory Services Certificate by 5 Clients</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td>● Satisfactory Services Certificate by 3 Clients</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Certification (5 marks for each certificate)</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● CMM-5 Certification – Yes</td>
<td>00</td>
</tr>
<tr>
<td></td>
<td>● ISO 9001 – Yes</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● ISO 9001 – No</td>
<td>00</td>
</tr>
<tr>
<td></td>
<td>● ISO 27001/BS7799 certification – Yes</td>
<td>03</td>
</tr>
<tr>
<td></td>
<td>● ISO 27001/BS7799 certification – No</td>
<td>00</td>
</tr>
<tr>
<td>5</td>
<td>#Competency :</td>
<td>36</td>
</tr>
</tbody>
</table>

Maximum Marks: 60

#Competency:

Please provide the competency of your organization in various areas of technology and the different skill sets that the resources possess with their years of experience. The strength of the competency consists of architects, developers, business analysts and administrators and their experience in the areas of governance models, delivery maturity models, etc.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Number</th>
<th>Remark/Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of certified JAVA professionals with 2+ Yrs of relevant experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>No. of certified D2K professionals with 2+ Yrs of relevant experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>No. of Project manager/Leader with 5+ Yrs of relevant experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No. of Oracle certified DBA professionals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>No. of SUN Solaris/Unix/Linux administrators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>No. of Project management professionals PMP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>No. of System/Business Analysts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Total staff strength</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>No. of projects (offshore model) greater than 7 person months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>No. of clients (each order value of Rs.30 lac or above of similar requirement(RFP)/project)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>No. of client in Educational Industry (give details)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Number of new customers acquired in last 1 year (give details)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Maximum Marks: 36

**Note:**

Vendors with top 3 values shall be given Marks ranging from 3 (for Maximum), 2 and 1 (for Minimum). All other vendors will be awarded zero marks.

Example for Sr.No.1:-

Vendor 1 has 4 certified JAVA professionals with 2+ Yrs of relevant experience will be given 1 Marks.

Vendor 2 has 6 certified JAVA professionals with 2+ Yrs of relevant experience will be given 3 Marks.

Vendor 3 has 5 certified JAVA professionals with 2+ Yrs of relevant experience will be given 2 Marks.
Annexure – XI

Declaration for Acceptance of RFP Terms and Conditions

To,

The Chief Executive Officer
Kohinoor City, Commercial-II, Tower –I,
2nd Floor,
Kirol Road, Kurla (W) ,
Mumbai 400 070

Dear Sir,

Sub: Ref No. SMDS/16-04

I have carefully gone through the Terms & Conditions contained in the RFP document for Software Maintenance and Development Services

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Date:......-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
Annexure – XII

Declaration for Acceptance of Scope of Work

To,

The Chief Executive Officer
Kohinoor City, Commercial-II, Tower –I,
2nd Floor,
Kirol Road, Kurla (W) ,
Mumbai 400 070

Sir,

Sub: Ref No. SMDS/16-04

I have carefully gone through the Scope of Work contained in the RFP document for Software Maintenance and Development Services.

I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Date:.....-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal
## Annexure-XIII

### Bidder’s Information

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Telephone No. (with STD Code)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Website</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Name and designation of the authorized person</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contact Details of the authorized person(Phone/Email)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Constitution of the Company (Public Ltd/ Pvt. Ltd / Partnership / Proprietorship)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Details of Incorporation / Registration of the Company. Relevant Certificate to be submitted</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Line of business</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Whether direct manufacturer or authorized dealers</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Year of commencement of Business</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Valid Sales tax registration no.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Valid Service tax registration no.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Permanent Account Number (PAN)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Name &amp; Designation contact details of the person to whom all references shall be made regarding this tender</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Brief Description of after sales service facilities available with the bidder</td>
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</tr>
</tbody>
</table>

### Financial Details:

- not of group, as per audited Balance Sheets in Cr.

<table>
<thead>
<tr>
<th>Year</th>
<th>2012-13</th>
<th>2013-14</th>
<th>2014-15</th>
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<tbody>
<tr>
<td>17 Year</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>18 Net worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 Turn Over</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 PAT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:.....-.....- 2016

Authorised Signatory.

Name:

Designation:

Organization Seal

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