

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	
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Request for Proposal (RFP)

To appoint Chartered Accountant (CA) Firm for various services under Portfolio Investment Scheme (PIS) as per schedule III of Foreign Exchange Management (Non- debt instruments) Rules, 2019

RFP No. IDBI/RBG/PIS/2026-27	Dated: October 05,2026
Place of Bid submission	To, Deputy General Manager RBG - (Retail Liabilities) IDBI Bank Ltd., IDBI Tower, 13th Floor, C Wing, Retail Banking Group, WTC Complex, Cuffe Parade, Mumbai – 400 005

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Document Control Sheet

Name of the Company	IDBI BANK LIMITED (hereinafter referred to as “IDBI Bank” or “the Bank”)
Date of Issuance of the RFP	05.10.2026 06.00 Hrs
Cost of the Bid Documents (Non-refundable)	Rs.500 (Rupees Five Hundred only) in the form of demand draft from any scheduled commercial bank in Favour of “IDBI Bank Limited”, payable at Mumbai.
Last date for submission of queries in writing vide e-mails	12.10.2026 18.00 Hrs
Earnest Money Deposit (EMD) Amount	Rs.50,000 only (Rupees Fifty thousand only)
Last Date and Time for Receipt of Bids along with EMD	28.10.2026 14.30 Hrs
Date and Time of Opening of Bids	<u>Technical Bid</u> : 28.10.2026 15.00 Hrs
Place of Opening of Bids	IDBI Bank Ltd., IDBI Tower, 13 th Floor, Retail Banking Group, WTC Complex, Cuffe Parade, Mumbai – 400 005
Address for Communication	Deputy General Manager-RBG-Liabilities IDBI Bank Ltd, IDBI Tower, 13 th Floor, B Wing, WTC Complex, Cuffe Parade, Mumbai - 400005
Website address of IDBI Bank Limited	www.idbi.bank.in

Note:

1. This RFP document is the property of the Bank and 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 and at the same venue unless communicated otherwise.
3. This RFP document has [109] pages.
4. Representatives from bidding firms are requested to be present at the time of opening / evaluation of proposal.
5. No queries / negotiations will be entertained after the date and time mentioned under each head hereinabove.

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Disclaimer

This Request for Proposal (RFP) document is published in order to enable CA Firms to send proposal for rendering various services as mentioned in Scope of work, under Bank's Portfolio Investment Scheme (PIS) as per schedule III of Foreign Exchange Management (Non- debt instruments) Rules, 2019.

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

This RFP document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This RFP does not claim to contain all the information, which each Bidder may require. CA firm shall bear all costs associated with the preparation and submission of their proposals. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. Before bidding, the Bidders are requested to carefully examine this RFP document and other relevant documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the RFP document and any other document, they should forthwith refer the matter to the Bank for necessary clarifications and / or confirmation. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. It does not purport to contain all the information that a

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Bidder may require. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. The Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid. IDBI Bank also reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons, whatsoever.

However, such change will be intimated or made accessible to all Bidders or can be accessed in website of IDBI Bank. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

IDBI Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website and it will become part and parcel of the RFP. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this RFP.

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Prospective bidders shall regularly visit Bank's website, www.idbi.bank.in for any changes / development in relation to this RFP.

The Bank also reserves the right to not shortlist or appoints any particular or all CA firm(s) without assigning any reasons, whatsoever.

The Bank further reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. The Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the Bid process. The Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

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SECTION 1: INTRODUCTION

IDBI Bank Ltd. is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of Companies Act, 2013 and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its Registered Office and Corporate Office at “IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. The Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934. The Bank has its operations *PAN* India.

Overview

IDBI Bank offers the Portfolio Investment Scheme (PIS) to its Non-Resident Indian (NRI) customers under Schedule III of the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, enabling NRIs and OCIs to purchase and sell shares and/or convertible debentures in secondary market through recognized stock exchanges in India. To support the operational and regulatory requirements of the scheme, IDBI Bank invites proposals from reputed Chartered Accountant (CA) firms for providing back-office support services. The selected firm will be responsible for carrying out the activities detailed in the Scope of Work and adhering to the timelines prescribed under the Job Timelines (Turnaround Time) schedule.

The RFP will be the basis for signing of contract with the selected CA firm formally.

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SECTION 2: INVITATION FOR BIDS

1. Invitation for Bids

This “RFP” is being issued for selection of a Chartered Accountant (CA) firm for providing various back office professional and support services as detailed in the Scope of Work for rendering Portfolio Investment Scheme (PIS) to its Non-Resident India (NRI) customers for a period starting from **November 01, 2026 up to October 30, 2029**, subject to annual performance review. Sealed Bids prepared in accordance with this RFP should be submitted to Deputy General Manager RBG, IDBI Tower, 13th Floor, WTC Complex, Cuffe Parade, Mumbai - 400005 on or before 14.30 Hrs. on October 28, 2026

2. Due Diligence

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

This RFP will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP that it has not solely relied on any information, representation, or warranty given in this RFP and have conducted its own investigation and due diligence.

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3. Cost of Bid

The Bidder shall bear all costs associated with or incidental to the preparation and submission of its Bid, including, but not limited to attendance at meetings, discussions, demonstrations etc. and providing any additional information required by IDBI Bank, will be borne entirely and exclusively by the Bidder. IDBI Bank shall in no case be held responsible or liable for such costs, regardless of the conduct or outcome of the bid process including but not limited to cancellation / abandonment / annulment of the bidding process. The Bidder shall submit their offers strictly in accordance with the terms and conditions of this RFP. The Bidder cannot quote for the services / project in part.

Any Bid, which stipulates conditions contrary to the terms and conditions given in the RFP, shall be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

4. Cost of RFP / Bid document

Cost of RFP is Rs.500.00 only (Rupees Five Hundred only). The prospective Bidder is required to pay the prescribed amount in the form of Demand Draft / Pay Order from any scheduled commercial bank in favour of, “**IDBI Bank Limited**”, payable at Mumbai, The Demand Draft / Pay Order should be enclosed along with the Technical Bid response/documents. Bids without the payment of amount towards the cost of this RFP shall be summarily rejected.

The cost of this RFP is non-refundable. It is hereby clarified that the amount so paid towards the cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder. IDBI Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.

5. Clarification of Bid Documents

A prospective Bidder requiring any clarification or the queries relating to the RFP, technical or otherwise may in writing or by way of an E-mail at following

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Name of the officer	Contact Particulars
	Deputy General Manager -RBG (Retail Liabilities) IDBI Bank Ltd., IDBI Tower, 13th Floor, C Wing, Retail Banking Group, WTC Complex, Cuffe Parade, Mumbai – 400 005 Telephone Nos. 022-66552053 Email: nriproduct@idbi.co.in

IDBI Bank may respond to such clarifications by E-mail which it receives not later than 12.10.2026 18.00 Hrs. IDBI Bank shall not be responsible or liable for any delay in above communication caused due to any reason whatsoever.

Further, IDBI Bank may at its discretion hold a pre-bid meeting on any request or queries for clarification of this RFP, from the prospective Bidders, which it receives not later than 12.10.2026 18.00 Hrs.

The Bank may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any bidders after the closure of RFP and all such information and material provided will be taken to form part of that Bidder's response.

6. Amendment of Bid Document/RFP Document

IDBI Bank reserves the sole right to amend / modify the RFP Document and/or to include any addendum to this RFP. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.

At any time before the deadline for submission of Bids, IDBI Bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP and all such modifications shall be binding on them.

The amendments/addendum made to this RFP shall be brought to the notice of all / made accessible to all prospective Bidders, by hosting the same on IDBI Bank's website (www.idbi.bank.in), and all such amendments shall be binding on them.

If required, in order to allow prospective Bidders reasonable time, in which, to take the amendment/addendum into account in preparing their Bids, IDBI Bank at its sole

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discretion reserves the right (but shall not be bound) to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IDBI Bank for the same. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

SECTION 3: INSTRUCTIONS TO BIDDERS (ITB)

Preparation of Bids

1. Language of Bid

The Bid prepared by Bidder shall be in English only. As well as all correspondence and documents relating to the Bid exchanged by the Bidder and IDBI Bank, shall be in English only.

2. Clarification on Bid Document / RFP

Before bidding, the Bidder(s) are requested to carefully examine this RFP and the terms and conditions specified herein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy between any of the terms and conditions contained herein, they should forthwith refer the matter in writing to IDBI Bank for necessary clarifications within the specified time. No telephonic queries shall be entertained. IDBI Bank may furnish necessary clarifications hosted in IDBI Bank's website (www.idbi.bank.in) for the benefit of all the Bidders. It shall be the responsibility of the Bidder(s) to verify and satisfy themselves before participating in bidding process. IDBI Bank's decision in this regard shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

3. Documents constituting the Bid

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected and no further request on the same shall be entertained. IDBI Bank's decision in this regard shall be final, conclusive

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and binding on all the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

a) Technical Bid

- i. Please refer FORM I to FORM V for the Technical Bid contents and formats.
- ii. Please note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Financial Bid.
- iii. A Technical Bid containing Financial Bid shall be declared invalid and rejected.

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b) Financial Bid

- i. Please refer FORM VI for the Financial Bid contents and formats.
- ii. Financial Bids shall only contain the total cost of Services in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail.
- iii. The cost to be provided as per format given in FORM VI.
 - iv. Bidders shall quote price in clear terms. Bidder should abide by the Format for Financial Bid described in FORM VI.
 - v. Bidders cannot quote for the Service(s) in part.
- vi. All prices, for performing/ delivering of Service(s) to the satisfaction of IDBI Bank, shall be exclusive of all applicable taxes and statutory levies, which shall be reimbursed on actual basis against original document for payment. All out of pocket expenses, travelling, boarding, accommodation and lodging expenses which may be incurred by the Bidder and/ or its officials in connection with the Services/ contract shall be borne and payable by the Bidder alone and the Bank shall not be bound to make payment of any amount in this regard to the Bidder.
- vii. The Financial Bids should strictly confirm to the formats to enable evaluation of Bids and special care may be taken that the Bids having any hidden costs or conditional costs will be liable for straight rejection. The price components furnished by the Bidders will be solely for the purpose of facilitating the comparison of bids by IDBI Bank and will not in any way limit IDBI Bank's right to negotiate the contract on any of the terms offered.
- viii. Final prices decided between the Successful Bidder and IDBI Bank shall remain fixed during the entire contract period and no increase of rates, for any reason whether due to change in regulatory regime or increased costs of operations or otherwise, will be allowed under any circumstances. However, in case of reduction of prices due to technological obsolescence/change of product model or such other similar reasons, the Bidder shall pass on the price benefit to IDBI Bank. Nevertheless, it shall always be the duty of the Bidder to use the best and latest technology while performing the Services under the contract. Open-ended Bids shall not be entertained and the same is liable to be rejected.

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4. Bid Currencies

Prices shall be quoted in Indian National Rupee [INR] only.

5. Bid Security (EMD)

a) Amount of Bid Security (EMD)

The Bidder(s) shall furnish, as part of its Bid, a bid security (EMD) in the form of Demand Draft / Pay Order from any scheduled commercial bank, drawn in favour of “**IDBI Bank Limited**” for an amount of Rs.50,000 only (Rupees Fifty thousand only) payable at Mumbai, and must accompany Technical Bid response / documents.

b) Currency of Bid Security (EMD)

The bid security shall be furnished in Indian National Rupee [INR] only.

c) Requirement of Bid Security (EMD)

The bid security is required to protect IDBI Bank against the risk of Bidder's conduct. It is clarified that the bid security will not bear any interest whatsoever.

d) Rejection of Bid

Any Bid not secured by EMD as mentioned above, shall be summarily rejected forthwith by IDBI Bank, without any further correspondence, as non-responsive. Bids not accompanied with EMD's receipt or those received after due date as specified above will not be considered.

e) Discharge of Bid Security of unsuccessful Bidder

Unsuccessful Bidder's EMD amount will be discharged / returned to the unsuccessful bidder through NEFT/RTGS or any other mode as may be decided by IDBI as promptly as possible, but not later than 90 days after the expiry of the Bid Validity Period (as described hereafter) prescribed by IDBI Bank. It is clarified that no interest shall be payable by IDBI Bank on the EMD amount.

f) Discharge of EMD of Successful Bidder

The Successful Bidder's Bid Security amount will be discharged / returned to the

Successful Bidder, upon the Successful Bidder signing the Contract and furnishing of the performance security and other guarantee(s)/security in the form and manner satisfactory to IDBI Bank, within the stipulated time. It is clarified that no interest shall be payable by IDBI Bank on the EMD amount.

g) Forfeiture of Bid Security (EMD)

The EMD can be forfeited, if:

- i. The Bidder withdraws his Bid during the Bid Validity Period; or
- ii. The Bidder makes any statement or encloses any form, which turns out to be false, incorrect and/or misleading at any time prior to or after signing of contract and/or conceals or suppresses material information; or
- iii. If the Bidder derogates from the RFP in any respect or uses unfair means or practice in the RFP; or
- iv. If the Bidder breaches any of the terms and conditions of the RFP; or
- v. If the successful Bidder, having been awarded the contract under the RFP, refuses or fails to accept the accept the LOI/Engagement or Appointment Letter or fails to execute the contract and other documents as per RFP; or
- vi. If the successful Bidder, having been awarded the contract under the RFP fails to furnish the performance security or other guarantees(s)/securities as per RFP.
- vii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank, in future, as per sole discretion of the Bank, which decision shall be final and concerned bidder shall not dispute the same.
- viii. Notwithstanding anything contained in the RFP, any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders.

6. Period of Validity of Bids

a) Bid Validity Period

Bids shall remain valid for 90 days, after the date of Bid opening prescribed by IDBI Bank (Bid Validity Period). IDBI Bank holds the rights to reject a Bid valid for a period shorter than the Bid Validity Period as non-responsive, without any correspondence. Any decision taken by IDBI Bank in this regard shall be final,

conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidders.

b) Extension of Bid Validity Period

In exceptional circumstances, Bidder can request for an extension of the Bid Validity Period and the Bank may provide its consent if agreeable for it. The request and the response thereto, shall be made in writing. Request for Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended by the Bidder. The Bank may refuse to consider the request without being liable for forfeiture of its EMD. However, a Bidder whose request for extension of Bid Validity Period is considered by the Bank, will not be permitted to modify its Bid. In granting / not granting of extension of Bid validity period, decision taken by the Bank in this regard shall be final, conclusive and binding on the Bidder.

7. Bid Submission

1. One copy of sealed Technical Bid & one copy of sealed Financial Bid separately must be put in a separate sealed envelope
2. All the envelope must super-scribed with following details:
 - a. Type of offer (Technical / Financial)
 - b. Reference Number of Bid i.e “**IDBI/RBG/PIS/2026-27**”
 - c. Name of the bidder
 - d. Name of the authorised person
3. All the documents should be stamped and signed by authorised signatory with initials on all the pages. The Bank reserves the right to reject such Bids which are not in conformity with hereinabove.
 4. Envelope – I (Technical Bid): The Technical Bid should be complete in all respect and contain all information asked for, except prices. The Technical Bid should not contain any price information. The TECHNICAL BID should be complete and should be submitted in the specified format only. The Bidder shall submit the EMD Bank Guarantee/Pay Order/Demand Draft, seal it in an envelope and submit in

the Envelope I mentioned above

5. ENVELOPE-II (Financial Bid): The Financial Bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The FINANCIAL Bid should be submitted in specified format only.
6. The prices quoted in the financial Bid should be without any conditions.
7. Please note that if any envelope is found to contain both Technical and Financial Bid, then that offer will be rejected outright.
 8. The Bid has to be submitted in the form of printed document only. The Bids submitted by telex, fax or email shall not be entertained.
 9. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
10. Before bidding, the bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter in writing to the Bank for necessary clarifications and / or confirmation within the specified time
11. The bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents
12. The Bid submitted in case of a consortium shall be rejected without assigning any Reason thereof.
11. The Bid shall contain the full name of the competent authority, designation, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in Connection with the Bid transaction.
12. The Bid forms and the Documents attached to it shall not be detached or removed and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be

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

13. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
14. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
15. The Bank reserves the right to adjust arithmetical or other errors in the Bid, in the manner in which the Bank considers appropriate or deem fit. Any adjustments so made by the Bank shall be stated to the bidder, if the Bank makes an offer to accept his Bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of the Bank and shall be final, conclusive and binding on the Bidder.
16. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.
17. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
18. The Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever.
19. The Prices must be indicated in Indian Rupees only.
20. The price quoted shall be excluding applicable GST and any other applicable taxes which will be reimbursed on actual basis against original document of payment.
21. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by the Bank. Any decision in this regard

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by the Bank shall be final, conclusive and binding on the Bidder.

22. Any effort by a Bidder to influence the Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
23. Bidders having common Directors, Partners or Bidders under same management or Group can submit only one bid independently. Bids received not in conformity with this clause or multiple bids shall be rejected.
24. The Bank also reserves the right to re-issue/re-commence the Bid/Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
25. The Bank reserves the sole right to itself for including any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.

8. Rejection of Bid

Any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith.

The decision of IDBI Bank in this behalf shall be final, conclusive and binding and shall not be questioned / challenged by the Bidders.

9. Deadline for Submission of Bids

a) Last date for Submission of Bids

Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

The Bids (Technical and Financial) must reach IDBI Bank, at the address specified, not later than 28.10.2026 14.30 Hrs. In the event of the specified date for the submission of Bids being declared a holiday for IDBI Bank, the Bids may be Submitted up to the appointed time on the next working day.

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b) Extension for Last date for Submission of Bids

IDBI Bank may, at its own discretion, extend the period for submission of Bids by amending this RFP, in which case all rights and obligations of IDBI Bank and Bidders shall stand extended. However, no request for extension of time from the Bidders shall be binding upon IDBI Bank.

10. Late Bids

Any Bid received by IDBI Bank after the deadline for submission of Bids prescribed by IDBI Bank, shall not be considered and returned unopened to the Bidder. The Bank shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be a cause for proposal rejection.

No further correspondence on this subject shall be entertained.

11. Modification and Withdrawal of Bids

a) Written Notice

The Bidder may modify or withdraw its Bid after the submission of the Bid, provided that IDBI Bank receives written notice of the modification or withdrawal, before the expiry of deadline prescribed for submission of Bids i.e. last date of receipt of the Bid.

b) Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by fax or post, so as to reach the designated office, before the expiry of deadline for submission of Bids i.e. last date of receipt of the Bid.

c) Last Date for Notice

No Bid may be modified subsequent to the deadline for submission of Bids i.e. last date of receipt of the Bid. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiry of Bid Validity Period. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

12. Opening of Technical Bids

a) Opening of Bids

IDBI Bank will open all Technical Bids, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at 15:00 Hrs. on 28.10.2026. Bidder's authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter or hosted in the website of IDBI Bank.

b) Announcement of Bids

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as IDBI Bank at its sole discretion may consider appropriate will be announced at the opening.

c) Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

13. Opening of Financial Bids

Financial Bids of technically qualified Bidders only, as decided by IDBI Bank, will be opened in presence of bidder's representatives. The date & time will be informed to technically qualified bidders vide Email communication only. Financial Bids of technically disqualified Bidders shall not be opened and returned to the Bidders. Bidder's authorised representative can attend at the time of opening of Bid.

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14. Clarification of Bids

During evaluation of Bids, IDBI Bank may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period as may be prescribed by IDBI Bank in this regard, IDBI Bank reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

15. Eligibility Criteria

Reputed CA firm meeting the following minimum criteria as on date of RFP is eligible to apply. Firms not meeting any of the necessary criteria will not be considered for further evaluation.. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.

S. No.	Eligibility	Supporting documents required
1.	The firm should be in this business of handling PIS Services in India for not less than 3 years (Three years) i.e. since on or before July 31, 2023 in India.	Certificate of Business Commencement or any other certification related to the establishment of the business/ Experience Certificate.
2.	The Firm must have demonstrable experience in Handling/Executing PIS Services/Operations for at least two Scheduled Commercial Banks in India within the last 3 financial years.	Client Certificate/ Contract copy with Client in support should be submitted indicating clearly the scope of work/contract. (Except self-certification)
3.	The firm should be a reputed Chartered Accountant Firm, Registered with ICAI having a full-fledged office in Mumbai offering services related to Taxation, FEMA, Accounting and Auditing etc.	Certificate of Business Commencement or any other certification related to the establishment of the business.
5.	The bidder should have valid PAN and GSTIN number	Copies of PAN and GST Certificate

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6.	The firm do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between the Firm and IDBI Bank.	Self-declaration on Firm/ Company's letter head under the FORM III -Undertaking
7.	The firm should have systems, equipment and procedures and capability to duly perform its obligations to the satisfaction of the Bank. The firm should also possess the requisite skill, knowledge and experience and have expertise to perform the said services	
9.	The firm should have a detailed disaster recovery and business continuity plan which aligns with the Bank's business continuity requirements.	
10.	The firm should ensure compliance and reporting requirements under FEMA 1999, Income Tax Act 1961, RBI guidelines and SEBI regulations and any other laws and regulation if any.	
11.	The firm should have all necessary approvals / consents / license to provide these services.	
12.	The firm or any of our directors/ partners / employee is not black listed/de-paneled /barred/disqualified or in the caution list/negative list of any banks/FIs, regulator/ statutory body or any government / government agency including ICAI / IBA on any ground including default / deficiency of service as on date of submission of response to the RFP.	
13.	The firm should be able to allocate a dedicated team to carry out the scope of work pertaining to PIS.	
14.	The firm should have full capacity and authority to enter into this agreement.	

IDBI Bank reserves the right to verify /evaluate the claims made by the firm independently. Any decision of IDBI Bank in this regard shall be final, conclusive and binding upon the firm submitting the proposal

16. Two separate Demand Draft / Bankers Cheque from a Scheduled commercial; Bank in favour of “**IDBI Bank Ltd**” payable at **Mumbai** towards cost of Bid document and Earnest Money Deposit (EMD) should enclose with Technical Bid. It may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded . The EMD of the successful bidder would be returned back upon successful bidder signing the contract and furnishing of performance security and other guarantee(s) / security in the form and manner satisfactory to IDBI Bank, within stipulated time. This security/EMD amount shall, however, be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the successful/selected Bidder to sign and execute the agreement, including Contact form prescribed at **Annexures...**or any other documents within the stipulated time as per the Letter of Intent/Purchase order issued by the bank.
17. The RFP documents cannot be sold and / or transferred / assigned. If the same is done, RFP documents are liable to be summarily rejected by the Bank. Any decision of the Bank in this regard shall be final, conclusive and binding on the firm submitting the proposal.
18. If the Bank is not satisfied with technical specifications and the feasibility of the technical offers, the financial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such firm submitting the proposal.

19. Documents to be submitted

The Bidders should submit the following documents:

Technical Bid:

- a) Bidder’s constitution documents like latest certified true copies of Articles of Association & Memorandum of
- b) Association / Partnership Deed / Proprietorship registration document
- c) Covering Letter as mentioned in Form I on the letter head of the company duly signed by authorised signatory.
- d) Technical Performa as mentioned in Form II on the letter head of the Bidder duly signed by the Bidder/authorised signatory.
- e) Undertaking letter as mentioned in Form III on the letter head of the Bidder duly

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signed by the Bidder/authorised signatory.

- f) Unconditional acceptance of Terms & Condition of RFP as mentioned in Form IV on the letter head of the Bidder duly signed by the Bidder /authorised signatory.
- g) Experience Certificate as mentioned in the Form V on the letter head of the bank to which the Bidder had rendered PIS services.
- h) A letter mentioning the year of incorporation/constituted/formed, line of business.
- i) Copy of Certifications and the details like ISO if any on the letter head of the Bidder and duly signed by the Bidder/authorised signatory.
- j) A Demand Draft/ Pay Order for an amount of Rs. 500.00 only (Rupees Five Hundred only) towards the cost of RFP
- k) A Demand Draft / Pay Order for an amount of Rs 50,000 only (Rupees Fifty thousand only) towards Earnest Money Deposit (EMD).

Financial Bid:

- 1. Financial Bid Performa as mentioned in Form VI on the letter head of the Bidder duly signed by the Bidder / authorised signatory.

20. Completeness of Bids

IDBI Bank will examine the Bids to determine whether they are complete in all respects, whether they meet all the terms & conditions and technical specifications and whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

a) Rejection of non-responsive Bids

A Bid determined as non-responsive will be rejected forthwith by IDBI Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

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b) Waivers

IDBI Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

21. Rectification of Errors

Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of IDBI Bank and shall be binding on the Bidder. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

22. Rejection / Acceptance of Bid

IDBI Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for IDBI Bank's action. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

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23. Cancellation of Bid

IDBI Bank reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Banks action. IDBI Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. IDBI Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

24. Evaluation and comparison of Bids

1. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the firm submitting the proposal.
2. The firms which satisfy the pre-qualification criteria will only be allowed to go ahead with the technical Bid process.
3. The process will begin with Opening of Technical Bid.
4. IDBI Bank will inform to Successful Technical bidders for opening of Financial Bid.
5. The Financial Bid will be opened only if the Technical Bid is cleared and accepted by the Bank.
6. The Bidder who fulfils all criteria in respect of technical Bid and with the lowest quote in financial Bid will be considered as the L1 Bidder and the bank would award the contract to the L1 bidder

7. The selected firm will be empanelled for providing professional service for PIS business starting from **November 01,2026 up to October 30,2029**.
8. In case selected firm is not able to provide the services as mentioned under Scope of Work as per the timelines defined under Job Timelines (Turn Around Time), the Bank reserve the right to award the contract to the firm which have quoted the 2nd lowest quote.

25. Contacting IDBI Bank

a) Contact by Writing:

No Bidder shall contact IDBI Bank on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of IDBI Bank, it should be done in writing.

b) Rejection of Bid

Any effort by a Bidder to influence IDBI Bank in its decisions on Bid evaluation, Bid comparison or Contract award may result in rejection of its Bid and forfeiture of its EMD.

26. IDBI Bank's right to accept any Bid and to reject any Bid or all Bids

IDBI Bank shall however not bind itself to accept the lowest/best Bid or any Bid and reserves the right to accept any Bid. IDBI Bank reserves the right to annul the Bid process and reject all Bids at any time before the award of Contract at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidders. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders and shall not be questioned / challenged by the Bidder.

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27. Notification of acceptance of Bid

a) Notification to Bidder

Before the expiry of the Bid Validity Period, IDBI Bank shall notify the Successful Bidder in writing by registered letter or by fax or by e-mail or by hand-delivery, that its Bid has been accepted. However, IDBI Bank may negotiate certain terms with such Bidder, subject to the extant guidelines on RFP. The Bidder shall acknowledge in writing receipt of the notification of acceptance by the Bank and has to convey in writing his absolute, unconditional and unqualified acceptance to such notification within seven days from the date of intimation from the Bank (hereinafter referred to as “**Acceptance**”) and thereafter enter into Contract within 30 days from the date of such acceptance by the Bidder.

b) Signing of Contract

The notification of the acceptance shall be followed by signing of the contract. . No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder. The signing of contract will amount to award of contract and Bidder will initiate the execution of the work (Services) as specified in the contract.

The signing of contract shall be completed within 30 days from the date of such acceptance by the Bidder.

c) Discharge of Bid Security (EMD)

Upon the aforesaid successful Bidder signing the contract, IDBI Bank shall promptly request the Bidder to provide performance guarantee/performance security. EMD of such Bidder shall be discharged on signing of the contract and upon furnishing the performance security/performance guarantee to the satisfaction of IDBI Bank. The EMD of any unsuccessful Bidder(s) shall be discharged / returned as promptly as possible, but not later than 90 days after the expiry of the period of Bid Validity Period.

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d) Performance Security/Performance Guarantee

- i. Within 10 days of such aforesaid acceptance by the Bidder, the Bidder shall furnish the performance security or performance bank guarantee on banks format.
- ii. The value of the performance bank guarantee will be Rs.1,75,000 (Rupees One Lakh Seventy Five Thousand only) for the period starting from **November 01, 2026 up to October 30, 2029**.
- iii. The performance security / performance bank guarantee shall be denominated in Indian National Rupees [INR] and shall be in the form of a bank guarantee issued by an Indian scheduled commercial bank other than IDBI Bank.
- iv. The performance security submitted by the successful bidder shall be invoked by the IDBI Bank and the proceeds of the performance security shall be payable to IDBI Bank as compensation for any loss or damage resulting from the Successful Bidder's failure to complete and/or perform its terms, conditions and obligations under and in accordance with the Contract.
- v. The performance bank guarantee should be valid till October 30, 2029 with a claim period of one year.
- vi. In case performance guarantee amount reduces from the initial deposit due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 15 days of such penal deductions, etc. being effected.
- vii. Failure of the Successful Bidder to comply with the requirement of the performance bank guarantee/performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event, IDBI Bank may award the Contract to the next best evaluated Bidder or any other Bidder or may call for new bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder(s) and shall not be questioned / challenged by the Bidder.
- viii. All the expenses including the incidental expenses of execution of contract including but not limited to payment of proper stamp duty shall be borne by the Successful Bidder.

e) Failure to abide by the contract

The conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the contract without prejudice to the other rights of IDBI Bank including but not limited to forfeiture of performance security and also the right to levy /impose and recover penalties as specified in this RFP or contract.

f) Work order

- The work order issued to the Successful Bidder would need to be accepted within 2 days from the date of issue of work order. A separate contract would be entered between the Bank and Successful Bidder regarding the Scope of Work.
- Conditional quotation will not be accepted and would be summarily rejected.
- The bid acceptance letter will be issued in duplicate to the successful bidder,
- This should be returned by confirming the acceptance on the duplicate within 7 days from the date of issue.

SECTION 4: SCOPE, TIMELINES AND OTHER T&C

1. SCOPE OF WORK

Sr No	Scope of work	Description
1	Maintenance Of client master details	1. Maintaining Investor Master Details and their respective initial holding of securities bifurcated into Primary Market Shares and Secondary Market Shares of new customers / inward transfer cases / Existing customers. 2. CA firm should monitor and keep a track of all the corporate actions announced by the company and give effects of Corporate Actions in customer holdings. This includes time to time follow up with the companies for obtaining the details such as cost ratio, allotment date, etc. The corporate action effect shall be in compliance with the Income Tax Act 1961.

2	LEC Reporting of purchase And sale transaction	1. Bank shall forward the soft copy of contract notes of needs to update all the purchase and sale transaction by maker & checker concept. 2. CA firm needs to prepare Transaction Register (TR) and send it to the Bank for verification and approval. On confirmation from Bank, CA firm shall pass final entry for purchase and sale transaction and compute capital gains and calculate withholding of Tax. In case of any rectification required, CA firm should facilitate the same. 3. CA Firm on a daily basis should forward the soft copy of LEC report in ASCII format in standard upload able format enabling the Bank to report to Reserve Bank of India(RBI) 4. CA Firm on a daily basis should forward the soft copy of Depository report in Excel format in standard upload able format enabling the Bank to report to NSDL and CDSL. 5. The ledger of each customer should be maintained FIFO wise as per provision of Income Tax Act 1961. Withholding of taxes shall be deducted at applicable tax rate. 6. Taxes shall be deducted after providing Set-off benefit to the customer at the portfolio level. Balance available losses shall be Set-off against future profits in the same financial year. 7. In case, if there is any missing details, due to which the contract notes, cannot be processed, CA firm shall maintain records of all those transactions and same shall be intimated to the Bank. Regular follow up to be done with Bank for effective disposal of such cases. CA firm should also provide disposal report to the Bank on periodic basis. 8. CA firm should on daily basis monitor and update the bank and broker about the RBI announcement in relation to banned / caution list (if any) carried out by NRI customer. 9. CA firm is required to track the 5% limit on a daily basis beyond which NRI cannot invest in a particular company. In case, any customer crosses 4% limit CA firm shall send a report and intimate the Bank for the same. If the customer breaches the limit, reversal entry shall be passed after obtaining appropriate approval from the Bank. In order to track warn
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		and breach limit of individual NRI customer of the Bank, CA firm shall update the paid up capital of the companies held by the customers on a daily basis. 10.CA firm on daily basis should provide following reports •LEC XML (ASCII) Report •Depository report- For reporting to NSDL/CDSL •Transaction Report •Capital Gain / Loss Computation •TDS Covering Letter •TTUM Report in Bank's specified uploaded (Excel) format along with respective account number details of the PIS customers / Bank •Pending Transaction report for follow-up with brokers and customers. •Reversal of Banned / Caution report (if any) •Warn / Breach limit report (if any) •Any other report as warranted by regulator from time to time. TTUM Report should consist : •Fees (PIS charges) to be recovered from the customer including appropriate taxes •TDS amount to be deducted from payout to customer • Sale / purchase consideration amount, Capital Gain / Loss Computation report has to be shared in the format as specified by the Bank duly certified by the authorized signatory of CA firm. TDS Covering Letter should have summary statement consisting details of capital gain / loss, TDS Amount etc.
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3	Provision of DTAA benefit	CA firm should advice Bank on applying DTAA benefit to NRI customers, verifying DTAA documents of customers provided by the Bank for determining eligibility of the customer for DTAA benefit and subsequently providing DTAA benefit to customer at the time of calculation of capital gains.
4	Reconciliation of holdings by Reserve Bank of India	Reserve Bank of India (RBI) instructs Bank for periodic reconciliation of all holdings that are reported to them. CA firm shall reconcile and submit the same within the TAT provided by RBI. In case of any queries from RBI, the same shall be attended by CA firm.
5	Maintenance & Sharing of Data	CA firm is required to maintain complete data received from the Bank of all hard copy / soft copy as per retention policy mentioned by the Bank. CA firm shall at all-time provide Bank any data / information regarding transactions in Bank's format as and when required.
6	Closure of Account	In case of outward transfer case / permission closed, CA firm should provide report consisting of holding statement bifurcated into Primary Market Shares and Secondary Market Shares. CA firm should provide a report to Bank regarding any pending pay out to the customer. Report if any trade details is received after permission closure date.
7	Miscellaneous activities	1. Update Bank on regular basis regarding changes in the tax rates or any changes in taxation as per Finance Act and effective implementation of the same in the process after taking appropriate confirmation from the Bank. 2. Advise Bank on queries relating to Taxation, FEMA and Portfolio Investment Scheme (PIS) 3. Assist Bank in relation to any issues of PIS. 4. Attend to Bank's auditors (Internal and System Auditor)
8	Additional Output Report	As per the requirement of the Bank, CA firm should provide following report as and when required: 1. Demat reconciliation (from inception) 2. Client master reconciliation 3. Client ledger/ holding report

		4.Cumulative capital gain / loss report for filing return of income 5.Capital gain computation and withholding taxes for NRO account transaction and 6. any other related information to Bank.
9	Purchase TTUM Report	This Activity Is very Critical for Settlement from Customer /Bank point of view and the Selected bidder to provide this Purchase TTUM report in Bank's format within stipulated timelines only. Failure on bidder's side to provide this report will lead to invocation of penalty clause under the agreement
10	Compliances to regulatory framework	Bidder shall ensure compliances to changes in Regulatory /SEBI /Exchange guidelines and changes in Tax policies/guidelines within specified timelines only at no extra cost.
11	Automation	Bidder shall provide any systemic integration mechanisms /tools/facilities with Bank's System infrastructure for transfer of client data / transactions /any other information, etc through STP seamlessly for efficient processing without manual intervention.
12	Audit	Bank shall perform regular (as per Bank's policy /regulatory requirements) Audit of the Bidders facilities, Operational Processes, Back up plans/mechanisms/ systems (Business Continuity/ Disaster Recovery mechanisms) and computational mechanisms for assessing/certifying correctness of tax compliances and regulatory reporting.

2. JOB TIMELINE (TURN AROUND TIME)

The turnaround Time for various activities mentioned in "Scope of Work" is as below:

a. <u>Updation of Client Master List</u>		
Sr.No	Activity	Deliverable Time
1	Updation of client master (new customers) details.	R+1
2	Updation of initial holding of securities - Primary/Inward transfer cases	R+1
3	Updation of Broker Details. (i.e. trading ID etc.)	R+1

b. <u>Receipt of contract note by CA firm:</u>		
Sr.No	Activity	Deliverable Time

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1	Bank/ Broker shall forward, the soft copy/ Physical hard copy /digital copy contract notes of all the trades executed by the customers for the previous day.	R+0
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c. <u>LEC reporting of Purchase / Sale Transactions (maker & checker):</u>		
Sr.No	Activity	Deliverable Time
1	CA firm shall process the purchase and sale transactions and Verification of LEC Reporting by CA firm for all type of contract notes	R+1 11:30 AM
2	CA firm should forward the Transaction Report via email for Bank's confirmation.	R +1 11:30 AM
3	Reporting of Net Pending Report to Bank for follow-up with Brokers and customers	R +1 11:30 AM
4	Bank's approval to CA firm for Transaction Register as shared.	R +1 12: 30 PM
5	Purchased-TTUM Report	R+ 0 06:00 PM
6	CA firm to share the Depository report with the Bank for all the trades reported.	R +1 02:45 PM
7	Providing the following reports to Bank on a Daily basis branch wise - ASCII (XML) Report - Transaction Register - Capital Gain / Loss Computation - TDS Covering Letter - Sale TTUM Report - Pending Report - Reversal of Banned/Caution Report (if any) - Warn/Breach Limit Report (if any)	R +1 4:30 PM
8	Monitoring and updating Banned / Caution list of companies and sharing updated Banned & Caution list to Bank and Brokers on daily basis specifying the changes (if any).	R+1 5:00 PM

d. <u>Corporate Action Effect:</u>		
Sr.No	Activity	Deliverable Time
1	Bonus Scheme	Announcement of allotment date +1
2	Sub division of Shares/Amalgamation of Shares/Consolidation	Record date +1
3	Demerger/Arrangement Scheme CA firm to follow up with the company for cost of acquisition information.	From the date of receipt of accurate & complete cost ratio +2

e. <u>Closure of Account:</u>		
Sr.No	Activity	Deliverable Time
1	Outward transfer of shares, Cancellation of permission	R+1

f. <u>Data Reconciliation:</u>		
Sr.No	Activity	Deliverable Time
1	RBI Reconciliation	As specified by RBI
2	D-mat Reconciliation	R+2 Subject to complexity
3	Client master reconciliation	As specified by Bank

g. <u>Miscellaneous:</u>		
Sr.No	Activity	Deliverable Time
1	Attending to Bank and clients' query relating to routine PIS work	R+2 Subject to complexity
2	Attending to Bank's auditors	On requirement basis
3	Advising on changes in the tax rates as per the Finance Act and incorporating in the system	Before the compliance date specified in the amendment
Note • "R" = Receipt date on which the request is raised. • If the due date is falling on Sunday or any Bank holiday, the next working day would be considered as due date.		

3. ADDITIONAL COVENANTS OF SERVICE PROVIDER

- (i) The Service Provider shall not, unless separately authorized and appropriately registered under Applicable Laws, undertake discretionary or non-discretionary portfolio management, investment advisory, fund management, trading, dealing or any other regulated activity on behalf of any NRI customer. The Service Provider shall not exercise any discretion regarding purchase.
- (ii) The Service Provider shall at all times comply with all applicable laws, rules, regulations, directions, circulars, notifications, guidelines and instructions issued by RBI, SEBI, Ministry of Finance, Income Tax Department, FEMA authorities, depositories, stock exchanges and other competent authorities, as applicable to the Services. The Service Provider shall continuously monitor regulatory changes affecting PIS services and shall promptly notify the Bank in writing of any such change and the consequential impact on the Services.

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- (iii) The Service Provider shall establish and maintain adequate systems and controls for monitoring investment limits, sectoral caps, aggregate NRI/OCI investment limits, investor-specific limits, repatriation status and other restrictions applicable to PIS transactions. No transaction shall be processed where the Service Provider knows or reasonably ought to know that such transaction may result in breach of any applicable limit or restriction.
- (iv) The Service Provider shall maintain a complete audit trail of every instruction, communication, verification, approval, transaction, modification, exception and escalation relating to the Services, including date/time stamps and details of the personnel responsible.
- (v) The Service Provider shall maintain appropriate systems to identify, prevent and manage actual, potential or perceived conflicts of interest. The Service Provider shall immediately disclose to the Bank any conflict of interest involving the Service Provider, its partners, employees, affiliates or associates in relation to any customer or transaction.

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3. Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written mutual consent signed by both the Parties i.e. the Successful Bidder and IDBI Bank.

The Successful Bidder, however, agrees that it shall be bound by IDBI Bank's decision to amend the contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI Government of India or other regulatory authorities.

4. Delay in the Successful Bidder's Performance

Performance of the contract shall be made by the Successful Bidder strictly in accordance with the time schedule specified by IDBI Bank. Time is of the essence of contract.

Any delay by the Successful Bidder in the performance of its contractual obligations, which the Bank in its sole discretion may adjudge, shall render the Successful Bidder liable to any or all the following sanctions:

- i. Forfeiture of its performance guarantee/performance security
- ii. Imposition of liquidated damages/penalty, and/or
- iii. Termination of the contract for default

If, at any time during performance of the contract, the Successful Bidder encounter conditions impeding timely completion of the Service(s) under the contract and performance/delivery of Service(s), the Successful Bidder shall promptly notify IDBI Bank in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Successful Bidder notice, IDBI Bank shall evaluate the situation and may at its sole discretion extend the Successful Bidder time for performance, in which case, the extension shall be ratified by the Parties in wiring.

5. Confidentiality and Non-Disclosure Agreement

The Successful Bidder acknowledges and agree that information relating to the Bank and its customers of the Bank in connection with the performance of its obligation under Contract (i) in any form whether tangible or intangible, written or oral, including without limitation, any documents, data, or information that is not generally known to the public, either at the time such documents, data, or information were received or thereafter, including but not limited to, operations, customer relationships, customer profiles or other Customer Information relating to the past, present or future business activities of a Party, its parent corporations, subsidiaries and affiliates and the customers, clients and suppliers of any of the foregoing; (ii) any scientific or technical information, design, process, procedure, formula or improvement that is commercially valuable and not publicly available; (iii) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, customer software, source code, object code, flow charts, databases, data files, inventions, information, business plans, financial/ marketing/ business information, specifications, analysis, designs, drawings, computer programs, any information relating to personnel or affiliates of a Party, know-how and trade secrets, whether or not patentable or copyrightable

(iv) intellectual property information and information relating to Intellectual Property Rights i.e. Trademark, Logo, Design etc; (b) IDBI Bank standard/special security procedures and systems at various locations (c) technical or business information or material not covered in (b); (d) proprietary or internal or any or all sort of information related to the current, future and proposed customers/ constituents/ products or Service(s) of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and Service(s), procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (d) information disclosed pursuant to this Agreement and (e) all such other information which by its nature or the circumstances of its disclosure is confidential.

The Successful Bidder shall execute the Non-Disclosure Agreement simultaneously at the time of execution of the contract. The Successful Bidder shall not, without IDBI Bank's prior written consent, disclose the contract, or any provision thereof to any person other than a person employed by the Successful Bidder in the performance

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of the contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

6. Quality Check

- a) IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.
- b) Nothing stated herein above shall in any way release or discharge the Successful Bidder from any warranty or other obligations / liabilities under and in accordance with the Contract.
- c) A delay by the Successful Bidder in the performance of its Services shall render the Successful Bidder liable to the imposition of penalty/damages, unless an extension of time is agreed by the Bank in writing upon request made from the Bidder without levying penalty.

7. Payment Terms

- a) All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of IDBI Bank for this purpose.
- b) Penalties / liquidated damages, if any, shall be deducted from the invoice value, in case of any deficiency or delay in Services.
- c) The Successful Bidder shall be solely liable for the payment of all the applicable taxes by whatever name called, as may become due and payable in relation to the Services.
 - ii. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the contract which the- Bank at its sole discretion adjudge.
 - iii. Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the contract.

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- iv. No advance payment shall be paid for the Services by the Bank.
- e) It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the contract.

8. Audit and Inspection

Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of- IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/ this RFP.

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In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

9. Period of Contract and termination of contract

- (i) The Successful Bidder will be engaged for providing professional service for PIS business for a period starting from November 01,2026 up to October 30,2029.
- (ii) **Termination of Contract :** The Bank may terminate contract with the Bidder by giving Bidder a prior and written 90 (ninety days) notice where it comes to the Bank's notice and attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Bank, in relation to any of terms of the Bidder's Bid or contract.
- (iii) **Termination for Insolvency:** The Bank may immediately terminate the contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if any insolvency, bankruptcy or winding up proceedings are initiated against the Bidder.
- (iv) **Termination for Default:** The Bank may at any time terminate the empanelment, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP or breach of provisions of the contract, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.
- (v) **Termination for Convenience:** Notwithstanding the provisions of the empanelment and/or the Bid Documents, the Bank at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30(thirty) days' notice sent to the Bidder, may terminate the contract , in whole or in part.
- (vi) **Consequences of Termination:**
 - a. In the event of termination of contract due to any cause whatsoever the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project

which the Bidder shall be obliged to comply with and take all available steps ensure the same, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this contract.

- b. In the event that the termination of this Contract is due to the expiry of the term, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Bank may specify including training, indexing, handing over of all the records and documents in proper order, where the successor(s) is a representative/personnel of the Bank to

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enable the successor to adequately provide the services hereunder, even where such assistance is required to be rendered for a reasonable period (not exceeding 180 days) that may extend beyond the term/earlier termination hereof.

- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of contract that are expressly or by implication intended to come into or continue in force on or after such termination.

10. Indemnity:

The Successful Bidder shall execute and furnish to the Bank, a deed of indemnity in favour of the Bank, indemnifying the Bank its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgements, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred *inter alia* during and after the contract period in the format provided at Form VIII. The indemnity clause survives the termination of contract.

11. Liabilities:

- (i) The Successful Bidder to ensure that Pay-in (Purchase TTUM Report) funding to be submitted to bank within the specified timeline only. If Bank fails to execute the pay-in funding, within the stipulated time, for permitted purchase transactions (i.e. allowed under statutory/regulatory ambit) due to non-receipt of pay-in(Purchase TTUM file) file from successful Bidder and consequently, due to which, if any penalty is levied by regulators/ registered exchanges, in such case the successful bidder will make good to the Bank the amount only to the extent of the penalty amount.
- (ii) Successful Bidder agrees to make good to all the losses incurred by the Bank due to its breach of any applicable statutory and regulatory guidelines.
- (iii) If any penalty is levied on the Bank for late submission of report due to the negligence of the Successful Bidder, the Bidder shall make good the same.
- (iv) The Bidder must align with the bank's requirement to settle trades in a manner that allows for the deduction of Taxes at Source (TDS) on capital gains, which is managed by the Bank.
- (v) Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)
 - i. under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect,

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incidental, consequential, special or exemplary damages arising from termination of the Contract;

- v. IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

12 Representation and Warranties:

- (i) The Bidder hereby represents and warrants as of the date hereof, which representations and warranties agreed herein shall survive the term and termination of the contract :
- (ii) The Successful Bidder hereby agrees, represent and warranties that
 - they have power and authority to enter into contract with the Bank and to execute any documents as required by the terms thereof.
 - The Services that will be offered to the Bank do not violate any provisions of the applicable laws, regulations or guidelines and shall be in compliance with legislations, statutes, rules and regulations etc.
 - That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or its team members by any statutory or regulatory or investigative agencies.
 - That neither the execution and delivery by the Bidder of the contract nor the Bidder's compliance with or performance of the terms and provisions of the contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder or other constitutional documents as the case maybe.
 - That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services under the contract.
 - That the representations made by the Bidder in its Bid are and shall continue to remain true and correct throughout this contract and shall fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the contract and the RFP and unless Bank specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

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- That the Bidder has the professional skills, adequate and skilled personnel and resources/authorizations that are necessary for providing all such services which are necessary to perform its obligations under the Bid and this contract.
- That the Bidder shall ensure that all assets including but not limited to equipment, licenses, registrations, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
- Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the Bidder will be intellectual property of the Bank.

13. **Dispute Resolution:**

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

- The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- The matter will be referred for negotiation betweenof IDBI Bank and Mr. _____ of the Successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

13.2. The Parties agree that if any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, then such dispute shall be referred to Courts at Mumbai which shall have exclusive jurisdiction.

The Successful Bidder shall not be entitled to suspend the provision of the services or the completion of the job, pending resolution of any disputes between the parties and shall continue to render the Services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Parties or the subsistence of any court proceedings.

Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the RFP and/or contract.

14. **Information Security:**

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

- The bidder personnel shall follow the Bank's information security policy and instructions in

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this behalf.

- b) The bidder acknowledges that the Bank's business data and other proprietary information or materials of the Bank, whether developed by the Bank or being used by the Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and the bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the bidder to protect its own proprietary information. The bidder recognizes that the goodwill of the Bank depends, among other things, upon the bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the bidder could damage the Bank. By reason of the bidder's duties and obligations hereunder, the bidder may come into possession of such proprietary information, even though the bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this Contract. The bidder shall use such information only for the purpose of performing the services.
- c) The bidder shall, upon termination of this Contract for any reason, or upon demand by the Bank, whichever is earliest, return any and all information provided to bidder by Bank, including any copies or reproductions, both hardcopy and electronic.
- d) The bidder shall ensure that the equipment/ application/ software being used during rendering services shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage, etc.) incurred to the Bank arising due to activation of any such embedded malware/ malicious code. The bidder shall further supply a certificate to the Bank in the format given in FORM X
- e) The bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the selected bidder on need to know basis. The selected bidder shall ensure that the equipment/ application/ software supplied under the RFP shall be compliant with the ISP and CSP at all times.
- f) The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information, etc.) shared by the Bank should be kept within the geographical boundaries of India. The bidder shall further supply a certificate to the Bank in the format given in FORM X.
- g) Further, the bidder shall ensure that data/ information in the IT software/ system/ tool is protected from unauthorized access, use, disclosure, disruption, modification, inspection, recording, or destruction, and complies with the Information Security Policy of the Bank.

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15 Other General Terms and Conditions:

ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

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

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

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

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

INTEGRITY PACT

IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed pre-contract Integrity Pact in line with FORM XI as a pre-requisite condition while submitting the bid.

PUBLICITY

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

NO ASSIGNMENT

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The contract cannot be transferred or assigned by the Bidder without the prior written approval of the Bank.

GOVERNING LAW

This RFP and contract shall be governed in accordance with the laws of India.

JURISDICTION OF COURT

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

COMPLETION OF CONTRACT

Unless terminated earlier, the contract shall terminate on the successful completion of the Services as specified in the contract.

SURVIVAL

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

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract.

NO AGENCY

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

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

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

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

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

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SECTION 5: FORMATS

FORM– I **Covering Letter**

From:

[•]
[•]

To,
IDBI Bank Ltd,
Retail Banking Group – NRI Services
IDBI Tower,
Mumbai

Dear Sir,

Subject: Request for proposal vide IDBI/RBG/PIS/2026-27 dated October 05, 2026 for services under Portfolio Investment Scheme

Having examined the RFP Document and Forms thereto, I/we, the undersigned, in conformity with the RFP offer to provide the Service(s) as defined and described in the RFP, on the terms and conditions mentioned in the RFP and for the sum / price indicated as per Financial Bid.

If any action is brought against IDBI Bank for infringement / violation, of the applicable laws in respect of the Service(s)/ our obligations, I/we shall defend the same at my/our cost and consequences and will indemnify IDBI Bank and shall hold IDBI Bank harmless of all the costs and other expenses that IDBI Bank may incur or suffer in this connection.

I/We undertake to you that, if my/our Bid/Proposal is accepted, I/we shall provide the Service(s) comprised in the Contract within timeframe specified, starting from the date of receipt of notification of award from IDBI Bank.

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I/We agree to execute a contract in the form to be communicated by IDBI Bank, incorporating all agreements with such alterations or additions thereto as may be

Necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.

Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract. I/We also agree to execute all other documents and agreements as may be advised by IDBI Bank.

I/We understand that you are not bound to accept the lowest or any Bid you may receive, not to give any reason for rejection of any Bid and that you will not defray any expenses incurred by me/us in bidding.

I/We certify that all the information and representations furnished herein are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the IDBI Bank and that I/we have not suppressed any information, which is within my/our knowledge.

As security for the due performance and observance of the undertaking and obligation of the Bid, I/we submit herewith Demand Draft / Banker's Cheque bearing no.

_____ dated _____ drawn in favour of **IDBI Bank Limited** for an amount of Rs. Fifty Thousand only (Rs.50,000 only) payable at Mumbai.

Dated this _____ day of _____ 2026

Signature

(Company Seal)¹

In the capacity of
Duly authorized to sign bids for and on behalf of:

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¹ In accordance with the provisions for affixation of common seal as provided in the Articles of Association and to be supported by board resolution.

Form – II
Technical Performa

1	Name and address of the Firm along with contact number and email ID.	
2	(i) Is the firm a Chartered Accountant Firm, registered in terms of provisions of Chartered Accountants Act, 1949 (ii) ICAI Register Number of the Firm and CIN of the company (applicable in case of the company) (iii) PAN/TAN/GSTN No.--- <u>Copies of respective registration/PAN/TAN/GSTN certificates to be submitted along this Form as supporting</u>	
3	Number of Chartered Accountant working in your firm and their details (Name, Address, ----- Registration No. of, Chartered Accounts, registered as members in the Register of ICAI	
4	Date of Incorporation/registration as Company/firm And details on line of Business	
5	Do you have full-fledged office in Mumbai? offering services related to Taxation, FEMA, Accounting and Auditing etc. <i>Please provide the office address and copies of documents (e.g. client reference letters/experience certificates from clients, etc) in supporting for the services provided related to Taxation, FEMA, Accounting and Auditing etc.)</i>	
6	Does your firm have experience in handling PIS Business? <i>Provide copies of documents (e.g. client reference letters/experience certificates from clients, etc as per format given in Form V) in supporting that the firm is in this business of handling PIS Services in India for not less than 3 years (Three years) i.e. since on or before July 31, 2023 in India.</i>	

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7	If yes for point 6 above, please mentioned the name of all the originations/firm to whom PIS service is rendered. <i>Provide copies of documents (e.g. client reference letters/experience certificates from clients, etc as per format given in Form V) clearly stating PIS related Services in supporting to establish the experience in Handling/Executing PIS Services/Operations for at least two Scheduled Commercial Banks in India within the last 3 financial years.</i>	
8	Is your firm equipped with required systems and software for carrying out the required job? If yes, kindly give details of the systems available in brief.	
9	List of certifications viz ISO etc	
10	Is your firm having disaster recovery Management? If Yes provide the details.	
11	Is your firm capable of providing consultancy/services in regard to FEMA 1999	
12	Have you enclosed the Experience Certificate from any one of your client to whom PIS service is rendered. Please mention the name of the firm who had given experience certificate.	
13	Have you enclosed the Demand Draft / Bankers Cheque for Cost of BID document and Earnest Money Deposit	
14	Name of the authorised person who would sign the documents (copies of authorisation documents such as resolutions passed by the board of director of Bidder company/ Power of Attorney executed by the Bidder authorising to submit bid and execute documents sought in terms of RFP be annexed)	
15	Whether Firm is permitted by ICAI for PIS Services? Whether the Bidder is permitted under its constitutional documents to perform PIS services	
16	Whether the Bidder/ any of its member / employee/director has been barred from providing the Services/ black listed / in negative list/blacklisted by any public sector banks/any organisation / IBA/ICAI/ statutory or regulatory or investigative agencies in India or abroad	

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Date:

Place: Mumbai

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Form – III

Undertaking

To,

The General Manager,
Retail Banking Group (Liability)
IDBI Bank Limited,
Head Office, IDBI Tower, 13th floor,
WTC Complex, Cuffe Parade,
Mumbai - 400005

We, [•] (name and designation) on behalf of [•] (name of the firm) having its registered office at [•] have submitted a Bid proposal to IDBI Bank in response to the Request for Proposal (RFP) vide reference number **IDBI/RBG/PIS/2026-27** issued dated October 05, 2026 by IDBI Bank

- a. We are duly authorized persons to submit this undertaking
- b. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- c. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- d. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- e. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- f. We have all the systems, equipment, procedures and capabilities required to duly perform the obligations to the satisfaction of the Bank. We also possess the requisite skill, knowledge, experience and have expertise to perform the said services
- g. We have a detailed disaster recovery and business continuity plan which aligns with the Bank's business continuity requirements.
- h. We will ensure compliance and reporting requirements under FEMA 1999, Income

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	
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- Tax Act 1961, RBI guidelines and SEBI regulations and any other laws and regulation if any.
- i. We have all the necessary approvals / consents / license to provide these services.
 - j. We will allocate a dedicated team to carry out the scope of work pertaining to PIS.
 - k. We have full capacity and authority to enter into this agreement.
- f. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

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

Dated this _____ day of _____ 2026

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	
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Form – IV
Unconditional acceptance of Terms & Condition of RFP

To,

The General Manager,
Retail Banking Group: Liability
IDBI Bank Limited,
Head Office, IDBI Tower, 13th floor,
WTC Complex, Cuffe Parade,
Mumbai - 400005

Ref: RFP for services under Portfolio Investment Scheme (PIS) vide Ref No IDBI/RBG/PIS/2026-27

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the RFP No. **IDBI/RBG/PIS/2026-27** dated October 05, 2026 floated for IDBI Bank Ltd. for rendering various services under Bank's Portfolio Investment Scheme (PIS)

Authorized Signatory

()

Designation
Company Stamps

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	 IDBI BANK
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Form – V

Experience Certificate

(On the letter head of the bank which is issuing the certificate)

This is to certify that our Bank has engaged Chartered Accountant firm _____ having their office at _____ for availing various services under Portfolio Investment Scheme as per schedule III of Foreign Exchange Management (Non- debt instruments) Rules, 2019,

The firm is rendering services as given below to our Bank under Portfolio Investment Scheme since _____ *(Period of Services from & to be mentioned).*

During the period following Services related to PIS Scheme were provided are as under:

1....

2....

During their tenure we found their services to be satisfactory.

Signature of Bank official_____

Name of Bank officials_____

Designation _____

Date & Place_____

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	 The logo of IDBI Bank, featuring a stylized orange and white circular emblem to the left of the text "IDBI BANK" in white capital letters on a teal background.
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Form – VI
Financial Bid Performa

Sr No	Description	Amount in words (in capital letters)	Amount in figure
1	Variable Cost – Rate per transaction		
2	Fixed Cost per month (if any)		

Note:

1. Conditional quotation will not be considered.
2. Monthly volume of transaction is roughly around 1300 ~ 1500 with expected increment of 10%~15% on annual basis.

Sign of authorised signatory

Seal of Company/Firm

Date:

Place: Mumbai

THIS Service Level Agreement (Agreement) is made at Mumbai this ____ day of

_____.

BETWEEN

.....a Chartered Accountants Firm, incorporated and registered underand having its Registered Office(hereinafter referred to as 'Service Provider' which expression shall unless repugnant to the context or meaning include his/their heirs, executors, administrators, permitted assigns and legal representatives) of the ONE PART,

AND

IDBI BANK LTD, a banking company incorporated in India under the provisions of the Companies Act, 1956 having its registered office at IDBI Tower, Cuffe Parade, WTC Complex, Colaba, Mumbai 400 005 (hereinafter referred to as "the Bank" which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART;

Bank and Service Provider shall individually be hereinafter referred to as "Party" and collectively as "Parties".

AND WHEREAS:-

i) WHEREAS Bank had floated the Request for Proposal (RFP) bearing no. _____ dated _____ for inviting bids from Chartered Accountant Firms for providing the services mentioned therein.

ii)Whereas pursuant to successful bidding under the aforesaid RFP, Service Provider has been selected by the Bank for providing Services as mentioned in Annexure I to its clients through its own personnel (hereinafter called "the Facility Staff");

iv) Whereas Parties are now desirous of recording the terms of aforesaid arrangement in writing. Accordingly, the Parties have decided to enter into this Agreement governing the Services to be provided by Service Provider on the terms and conditions hereinafter contained. , after contained.

vi). The Parties hereto have clearly agreed and understood that this Agreement shall be on the basis of RFP wherein Bank has indicated the required Services (Annexure I and Annexure IV) and has agreed to provide the same by itself and without any assistance and/or supervision by the Bank, as a composite and complete service. The parties hereto desire to now record the terms and conditions agreed upon by them as follows:-

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings and shall be interpreted accordingly:

“Agreement” means this agreement, all documents attached hereto, RFP and all its Annexures, Tender Notice and any Order placed by IDBI Bank (along with the terms and conditions of such Order), as amended from time to time.

“Applicable laws” means, with respect to any Person all laws, guidelines issued by RBI and other statutory or regulatory authorities, treaties, rules, regulations, determinations, orders, notification, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other governmental authority and all governmental authorisations binding upon or applicable to such Person or to any of its properties or asset.

“Confidential Information” means, Bank’s (i) intellectual property information and information relating to Intellectual Property Rights; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or Service(s) of the Bank including, financial information, process / flow charts, business models, designs, drawings, data information related to products and Service(s), procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provides regarding third parties; (iv) information disclosed by Bank pursuant to this Agreement and (v) all such other information which by its nature or the circumstances of its disclosure is termed as confidential by the Bank.

“Good Industry Practice” means the exercise of degree of skill, diligence and prudence which is expected from a highly skilled experienced and internationally recognised and reputed service provider engaged in the same type of undertaking engaged in similar activity under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations codes and industry standards.

1. **“Intellectual Property Rights (IP Rights)”** shall mean and include any and all rights of the Bank with respect to including without limitations, patent right, trademark, Marks, domain names, design rights, copyrights, database rights, source code, know how, trade secrets, and other similar rights in the inventions, discoveries, intellectual creations, business, or services (in each case whether or not registered or registerable and including all applications for any registerable rights) or and other similar rights of the nature of Intellectual Property including any property which the Bank may term as Intellectual Property.

“Order” means a statement of work, purchase order or an offer letter for availing Services as specified in the said Order which is issued by IDBI Bank and is accepted by the Service Provider within a period of 7 days from the date of its issuance. A statement of work, purchase order or an offer letter so issued by IDBI Bank shall expire 7 days after its issuance, unless extended by IDBI Bank in writing.

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	
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“Person” means any natural person, firm, corporation, company voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organisation, unlimited organisations or any other entity.

2. INTERPRETATION

- i. The RFP together with all Forms as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of these presents. This Agreement supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- ii. Time is of the essence in the performance of the Parties respective obligations, if any time period specified herein is extended, such extended time shall also be of the essence.
- iii. Unless the context requires, word importing the singular shall include the plural and vice versa.
- iv. Reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time and any rule or regulation promulgated there under.
- v. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings
- vi. In case of any ambiguity / difference / conflict in the terms and condition of this Agreement, Tender Notice and/or instructions given by IDBI Bank, the interpretation / decision of IDBI Bank as regards such ambiguity /difference / conflict shall be final and binding upon Service Provider.

1. APPOINTMENT and SCOPE OF WORK

1.1 shall provide the Services set out in Annexure I and Annexure IV hereto, together with such modifications as the Bank may from time to time stipulate, together with all other obligations, functions and duties as more particularly described in this Agreement.

2 PERIOD OF AGREEMENT

2.1 This Agreement shall be effective from

2.2 Unless otherwise terminated in accordance with the provisions of this Agreement, this Agreement shall be for a period of ----- years commencing from the effective date of this Agreement. Further, Parties may renew or extend the term of this Agreement for a further period of _____years on mutually agreed terms, subject to review of Services by the Bank. ,

3 CHARGES FOR SERVICES

3.1 In consideration of the Services to be provided by pursuant to this Agreement, the Bank shall pay to an all inclusive charge as mentioned in Annexure III of this agreement.and shall raise the bill as aforesaid at the end of each month, which shall become due and payable no later than 15 days from the date of receipt of the invoice by the Bank. Except for this payment, Bank is not liable to make any other payment of whatsoever nature to Payment to be made under this Agreement is subject to verification and full satisfaction of the Bank at its sole discretion.

All payments shall be subjected to applicable tax laws with necessary statutory deductions as the case may be.

3.2 The Bank shall be entitled to set off against and deduct and recover from the aforesaid payment and any other sums payable by the Bank to at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now existent or which may come into existence during the currency of this Agreement as also any and all amounts which may be or become payable by to the Bank under this Agreement or pursuant thereto. Further, Bank shall also have the right to withhold payment in case of any deficiency or delay in Services or deduct the amount of penalties from such payment. ,

3.3 It is hereby clarified that the Bank's only obligation is to pay the aforesaid charges to Any such payment made to and received by shall be considered as a full discharge of the Bank's obligations hereunder.

4 'S REPRESENTATIONS AND WARRANTIES

..... hereby represents warrants and confirms to the Bank that:

4.1 It has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions, (including without limitation obtaining of all governmental/regulatory and other necessary approvals/consents/ licenses in all applicable jurisdictions) AND to authorize the execution, delivery and performance of this Agreement.

4.2 It has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility Staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of the Bank, provided however that the Bank's judgment as regards the quality and skills of , shall be final and binding on

4.3 The execution of this Agreement and providing Services hereunder by to the Bank, does not and will not violate/breach any covenants, stipulations or conditions of any Agreement, Deed entered into by with any third party/ies.

5. 'S COVENANTS

5.1 hereby agrees, undertakes and confirms as under: -

(i) It is hereby agreed between Parties that the Bank may require to do any specific project work / assignment over and above what is specified in Annexure-I and Annexure IV hereto and the same shall set forth as Annexure to this Agreement signed by both parties. shall do this work as requested and raise necessary bills separately at a mutually agreed rate per project / assignment.

(ii) shall ensure that it shall report to any suspicious transactions, irregularities or violations of any legal or regulatory banking procedures, or any other breach of the normal code of conduct committed by the Bank's employees which they may come across in the normal course of their duties in the Bank's premises and shall in turn forthwith report the same to the Bank.

(iii) shall, at all times, maintain and respect the confidentiality of all/any matters relating to the Special Services under this agreement.

(iv) shall not at any time use the name and/or trademark/logo of the Bank in any manner at all.

(v) The Service Provider shall not, unless separately authorized and appropriately registered under Applicable Laws, undertake discretionary or non-discretionary portfolio management, investment advisory, fund management, trading, dealing or any other regulated activity on behalf of any NRI customer. The Service Provider shall not exercise any discretion regarding purchase.

(vi) The Service Provider shall at all times comply with all applicable laws, rules, regulations, directions, circulars, notifications, guidelines and instructions issued by RBI, SEBI, Ministry of Finance, Income Tax Department, FEMA authorities, depositories, stock exchanges and other competent authorities, as applicable to the Services. The Service Provider shall continuously monitor regulatory changes affecting PIS services and shall promptly notify the Bank in writing of any such change and the consequential impact on the Services.

(vii) The Service Provider shall establish and maintain adequate systems and controls for monitoring investment limits, sectoral caps, aggregate NRI/OCI investment limits, investor-specific limits, repatriation status and other restrictions applicable to PIS transactions. No transaction shall be processed where the Service Provider knows or reasonably ought to know that such transaction may result in breach of any applicable limit or restriction.

(viii) The Service Provider shall maintain a complete audit trail of every instruction, communication, verification, approval, transaction, modification, exception and escalation relating to the Services, including date/time stamps and details of the personnel responsible.

(ix) The Service Provider shall maintain appropriate systems to identify, prevent and manage actual, potential or perceived conflicts of interest. The Service Provider shall immediately disclose to the Bank any conflict of interest involving the Service Provider, its partners, employees, affiliates or associates in relation to any customer or transaction.

(x) No tax opinion or computation provided by the Service Provider shall relieve the Service Provider of responsibility for errors, omissions or misstatements attributable to it.

(xi) The Service Provider shall not receive, hold, transfer, utilise, pledge, encumber or otherwise deal with any customer funds or securities, except to the extent expressly permitted under Applicable Laws and specifically authorised in writing by the Bank.

(xii) The Service Provider shall not receive any commission, referral fee, incentive, brokerage, benefit or other consideration from any broker, issuer, intermediary or third party in connection with a customer's PIS transaction

5.2 The said Services rendered and obligations performed by pursuant to this Agreement shall be rendered and performed by with utmost care and diligence and shall

be of the highest quality and standards. If at any time the Bank is dissatisfied with the service rendered by, the Bank may after giving the prior notice in writing for not less than 60 days, terminate this contract. The Bank's decision in this regard shall be final, absolute and binding on

5.3 shall immediately notify the Bank in writing of the occurrence of any event which may result in or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of its own staff or other impediment or disruption in the due performance of the obligations of under this Agreement. In case of force majeure events, Service Provider shall notify the Bank in writing, at the earliest of occurrence of the force majeure event). also agrees to submit a full written report of the events forthwith upon request by the Bank. agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in clause 9 of this Agreement, the Bank may at its sole discretion terminate this Agreement forthwith.

5.4 All documents and other information and any other data relating to the banking products, schemes, accounts, etc., ("the Documents") handed over to and/or its Facility Staff by the Bank in terms of this Agreement and which come into the hands of and / or its Facility Staff's custody, power or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of the Bank, and and /or its Facility Staff shall not have and also shall not claim any charge, claim, lien, right of retention, sale or set-off or other right, title or interest therein or thereon for any reason whatsoever. and/or its Facility Staff, shall not at any time use or attempt to use the Bank's logo or letterheads for any purpose including for any purposes in terms of this Agreement.

5.5 It is the responsibility ofif required to recruit suitable Facility Staff for carrying out the work entrusted to under this contract and the Facility Staff shall be always treated as the employees of only. The Bank shall not have any responsibility to nor shall be held directly or indirectly responsible or liable for the Facility Staff so employed by for performing / providing services in terms of this Agreement to the Bank in terms of its contractual obligation hereunder. The Facility Staff shall if required remain on the Bank's premises only during their duty hours as assigned to them by and solely during the duration of this Agreement.

5.6 The work of the Facility Staff shall be supervised directly and controlled only by itself and it would be the responsibility of to provide services as per the specification provided by the Bank from time to time or in accordance with the specifications mentioned above. All material and equipments required by for the due performance of its obligations hereunder shall be provided to by itself.

The Facility Staff visiting the Bank's premises for providing special services in connection with this Agreement, as and when required, shall be under the sole disciplinary jurisdiction of the Bank and shall observe the standards of cleanliness, decency and decorum, safety and general discipline.

5.7 It shall be the duty of to clearly inform its own Facility Staff that they will have no claim whatsoever on the Bank and shall not raise any labour or industrial dispute, either directly or indirectly, with or against the Bank, in respect of any of their service conditions or otherwise and the Bank shall be kept indemnified in this regard.

5.8 It is the responsibility of to adhere to all statutory and regulatory requirements and labour laws of the land which shall include without limitation (where applicable) The Employees' State Insurance Act 1948, The Employees' Provident Funds and

Miscellaneous Provisions Act 1952, The Contract Labor (Regulation and Abolition) Act 1970 and their applicable rules.

..... shall not do or cause to be done any act whereby or by reason whereof the reputation and goodwill of Bank is adversely affected in any manner whatsoever.

The Facility Staff of shall be sufficiently trained and shall have adequate knowledge of the Services to be provided to Bank. It shall be the responsibility of to exclusively supervise or employ sufficient supervisory personnel to supervise the work of its employees and shall ensure that the services rendered by it under this Agreement are carried out to the satisfaction of Bank.

..... shall ensure that its employees carry their identity cards explicitly displaying to be an employee of

Bank shall have right to ask for the replacement of any or all of the employees so deployed by, in the event, if in the opinion of Bank the said employees are not upto the satisfaction of Bank. Notwithstanding what is stated above, Bank shall not be obliged to assign any reasons for seeking such replacement.

Bank shall anytime at its own discretion, by giving (thirty) 30 days notice, require to curtail or increase the number of persons providing Services under this Agreement.

6 CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

6.1 recognizes, accepts and agrees that all Confidential Information which may be communicated to and/or its Facility Staff may be privy under or pursuant to this Agreement and / or in the course of performance of’s obligations under this Agreement shall be treated as absolutely confidential and irrevocably agrees and undertakes and ensures that and all its Facility Staff shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person or persons at any time or use nor shall allow the such Confidential Information to be used for any purpose other than as may be necessary for the due performance of Service Provider’s obligations hereunder and only in accordance with this Agreement. hereby specifically agrees to indemnify and keep the Bank fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this provision by and/or its Facility Staff and shall immediately reimburse, pay to the Bank on demand all damages, losses, costs, expenses or any charges etc. that the Bank may be required to suffer, pay or incur in connection therewith.

6.2 The provisions of this clauses and the indemnity contained therein shall survive the termination and expiry of this Agreement.

6.3 hereby unconditionally agrees and undertakes that it shall not and ensures that its Facility Staff shall not (if the Facility Staff come to know by any means the terms of this Agreement) disclose or publish the existence or the terms or conditions of this Agreement or if any information relating to the Bank’s business which they may come across in the normal course of performing their duties whilst on the Bank’s premises to any third party. shall without prejudice to its obligations herein indemnify the Bank for any loss, damage or injury caused to the bank from any disclosure or publication.

7’S LIABILITY AND INDEMNITY

7.1 The Bank shall have no liability whatsoever for any injury to and/or its Facility Staff caused or suffered in the course of performance of’s obligations hereunder.

7.3 shall be responsible and liable for and shall indemnify the Bank and keep the Bank indemnified and safe and harmless at all times, against: –

IDBI Bank Limited	RFP for appointment of CA firm for various services under Portfolio Investment Scheme (PIS)	
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a) Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by the Bank directly or indirectly by reason of-

i) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard/breach/non compliance of its duties and obligations hereunder, service, act or omission of or by and/or its said Facility Staff, and/or

ii) Any theft, robbery, fraud or other wrongful act or omission by and/or any of its Facility Staff or.

(iii) Breach of confidentiality obligations, IP Rights, and Data Privacy and Protection obligations by the Service Provider

.(iv) any penalties imposed upon the Bank due to any errors / omission in the Report submitted to RBI and also for any errors in capital gains tax computation prepared by, unless the mistake is on account of the data provided by the Customers / Bank.

In the event of not reimbursing the same to the bank upon demand, the Bank shall without prejudice to its rights under this Agreement and under applicable law, have the right to deduct the amount from the fees / charges payable to or from any monies owed to by the Bank.

8. TERMINATION

In case of breach of any of the terms of this Agreement by Service Provider, the Bank shall be entitled to terminate this Agreement after giving the prior notice in writing for not less than 30 days. At this stage the Bank shall be entitled to retain from and out of any monies then due to hereunder or which become due after termination thereof, any amount which, according to the Bank is due and owing to it by arising directly or indirectly under this contract.

Bank may terminate this Agreement without there being any need to assign any reason for such termination by giving written notice without being entitled to any recourse or any claim for compensation and in line with provisions of clause 9 of RFP document pertaining termination of contract.

Notwithstanding the above, BANK shall be at liberty to terminate this Agreement forthwith without notice to or without any payment in lieu thereof, if on account of any Statute or Order or Rule or Regulation or award or Judgement or decision, Bank is prevented from availing the services covered under this Agreement or if such Statute, Order, Rule, Regulation, Award or Judgement materially affects this Agreement or in the event any insolvency/bankruptcy or winding up proceedings are initiated against Service Provider or in the event of cessation of business of the Service Provider.

9 POST TERMINATION RESPONSIBILITY OF

9.1 Upon termination of this Agreement, shall immediately deliver to the Bank all the Documents and any/all data, held by it and which are in possession/custody/control of its Facility Staff, to the Bank. shall also forthwith remove its entire Facility Staff together with its machines/equipment whatsoever from the premises of the Bank. This is further subject to the fact that the Bank may at its option direct to finish within reasonable time period

as may be mutually decided any particular work/works which may at date of termination be under process or outstanding. If return or delivery is not possible, then Service Provider shall destroy the Documents in its possession and shall submit a certificate to such effect to the Bank. Any breach of the obligation or delay in its implementation shall without prejudice to the Bank's other rights at law, result in penalty at the rate of Rsper day with interest thereon at the rate of 12%. This amount may without prejudice to all other rights and remedy of the Bank under this Agreement or in law.

a. In the event of termination of Agreement due to any cause whatsoever the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the Services which the Service Provider shall be obliged to comply with and take all available steps ensure the same, and further allow the successor service provider to take over its obligations.

b. In the event that the termination of this Agreement is due to the expiry of the term, the Service Provider herein shall be obliged to provide all such assistance to the successor service provider or any other person as may be required and as the Bank may specify including training, indexing, handing over of all the records and documents in proper order, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the services hereunder, even where such assistance is required to be rendered for a reasonable period (not exceeding 180 days) that may extend beyond the term/earlier termination hereof.10 NON-EXCLUSIVE

10.1 It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. (Provided however, shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect the Bank's interests, rights, remedies under this Agreement or in law).

11 PRINCIPAL TO PRINCIPAL AGREEMENT

11.1 It is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the Bank and and / or its Facility Staff. and/or its Facility Staff shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Bank or in any manner bind the Bank or hold out or represent that is representing or acting as an agent of the Bank.

11.2 This Agreement will bind the successors and permitted assigns of and shall enure for the benefit of the Bank's successors and assigns.

12 SUB-CONTRACTING

Service Provider shall not employ the Services of any sub-contractor directly or indirectly without prior written approval of the Bank. In the event Service Provider engages any sub-contractor without obtaining the Bank's prior written approval, Service Provider shall be liable to pay a penalty of INR _____ - (Rupees _____) per instance of such unauthorized subcontracting. This penalty shall be without prejudice to any other rights or remedies available to Bank under this Agreement, including the right to terminate the Agreement with immediate effect.

13 NOTICE

13.1 Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the Party issuing the same and shall be addressed to the other Party or at their respective addresses

mentioned hereinabove or to such other address as the concerned party may inform the other party in accordance with the provisions of this clause.

14 NO WAIVER

14.1 No failure on the part of Bank party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

15 AUTHORISED REPRESENTATIVE

15.1 Any notice or intimation by either Party to the other pursuant to this Agreement shall be signed by an Authorised Representative of the Party giving such notice/intimation.

15.2 shall carry out instructions and act upon any guidelines in pursuance of the Agreement, if and only if they are given /signed by an Authorised Representative of the Bank, whose names will be intimated to by the Bank from time to time.

16 AMENDMENT

16.1 Unless otherwise stated expressly, this Agreement shall be modified only by an instrument in writing duly executed by both the Parties.

17 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All/any disputes between the parties in respect of any issues under this Agreement and arising/relating to this Agreement shall be governed by and construed in accordance with the laws of India and the parties hereto irrevocably submit to the exclusive jurisdiction of the Court s in Mumbai to try any suit, proceedings in connection therewith/in that behalf.

In case of any dispute arising out of or in connection with this Agreement, the Parties shall at first instance, try to resolve it amicably by mutual discussions between the Parties representatives not below the rank of **General Manager**. If the dispute is not resolved amicably within 30 days from the date of receipt of notice by other party for negotiations, then the parties shall refer the dispute for resolution through Courts at **Mumbai**, which shall have exclusive jurisdiction.

17.1.2 Data safeguards

(a) shall maintain a log of all existing and future copies of the Bank Confidential Information, including location and media of storage, and shall as soon as reasonably practicable upon request, provide such log to the Bank. shall use its commercially reasonable endeavours to protect and safeguard the Bank's Confidential Information from destruction, loss, alteration and unauthorised access in accordance with those data security policies required by laws, regulations and directives applicable to it and the Bank's internal policy regarding data safeguarding.

(b) The data safeguards are:

(i) prohibiting any physical access to equipment from which the Bank's Confidential Information can be accessed, other than by individuals who may be authorised by -----from time to time; and

(ii) Segregating the Bank's Confidential Information from any other data.

17.1.3 Shared environment

..... shall develop such additional processes, to the extent they are necessary to comply with the laws, regulations and directives to it, so as to ensure that the Bank's Confidential Information cannot be viewed or accessed by any third parties if:

(a) provides the Services to the Bank from a location that is shared with any third party; or

(b) provides the Services to the Bank using equipment that is used to provide other services to, or to store data for, any third party.

17.1.4 AUDIT

Audit and Inspection

Service Provider shall allow the representatives of Bank and the regulators to access to any facility or part of a facility at which is providing the Services and to data and records relating to the Services for the purposes of performing audits and inspections to verify the integrity of the Bank's Confidential Information and to examine the systems that process, store, support and transmit that data.

Audit fees

The Bank shall be liable for all audit-related fees and expenses, including travel expenses.

17.1.5 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

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

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

17.1.6 Breach of Terms

..... agrees that it shall immediately inform the Bank upon the discovery of any breach or non-compliance of the terms and conditions of this Agreement.

..... agrees and acknowledges that in the event of breach of any term in this Agreement the Bank shall be entitled to terminate the Agreement.

17.1.7 COMPLIANCE WITH LAWS

(A) Licenses; Government Approvals

..... shall identify, obtain, and maintain all government approvals required by applicable laws to be obtained by shall take all actions, execute and deliver all documents and otherwise do all things necessary to comply with all laws applicable to it in connection with the Services and the performance of this Agreement and to assist the Bank to comply with all laws applicable to the provision of the Services and the performance of this Agreement, including without limitation compliance with any outsourcing regulations or guidelines issued by any government authority.

(B) Changes in Laws

..... shall comply with all laws applicable to it in connection with the provision of the Services and changes in such Laws as may be advised by the Bank and shall implement any necessary modifications to the Services prior to the deadline imposed by the regulatory or other governmental body having jurisdiction for such requirement or change.

17.1.8 PERSONNEL

In the event that the Bank determines that a particular member of providing the Services is not conducting himself or herself in accordance with this Agreement or Bank requirements, the Bank may notify of such conduct. Upon receipt of such notice, shall immediately:

(a) Investigate the matter and take appropriate action which may include:

(i) Removing the applicable person from the Services and providing the Bank with prompt notice of such removal; and

(ii) Replacing the applicable person with a similarly qualified individual; or

(b) Subject to the Bank's agreement, take other appropriate disciplinary action to prevent a recurrence.

17.1.9 SERVICE LEVELS

At all times, shall perform the Services at levels of accuracy, quality, security, reliability, completeness, timeliness, responsiveness, cost-effectiveness, productivity and user satisfaction that are equal to or higher than the levels of accuracy, quality, security, reliability, completeness, timeliness, responsiveness, cost-effectiveness, productivity and user satisfaction required by this Agreement and as laid out by the Bank from time to time.

Severance

If any part of any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, and sent to the party for whom or which it is intended, at the address of such party set forth below, by speed post or e mail with proof of delivery, return receipt requested, or at such other address as either party shall designate by notice to the other in the manner provided herein for giving notice.

If to:

Attn:

.....

If to BANK:

Attn:.....

.....

18 DATA PRIVACY AND PROTECTION

Service Provider shall also adhere and comply with all applicable data privacy and protection laws, including but not limited to Information Technology Act ,2000, rules/regulations framed thereunder, Digital personal Data Protection Act, 2023 (as applicable), rules/regulations framed thereunder (as applicable), as amended, supplemented, re-enacted or replaced from time to time. Parties shall adhere to and comply with the provisions contained in Annexure XIII hereto.”

19 MISCELLANEOUS

19.1 Annexures to this Agreement shall be deemed to be an integral part of this Agreement.

19.2 All the provisions with respect to Confidentiality, IP Rights, Data Privacy and Protection, Indemnity and Liability shall survive the survive the expiry or termination of this Agreement.

19.3 Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of this Agreement or of any clause.

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

SIGNED AND DELIVERED BY the within named IDBI BANK LIMITED BY its Authorized Signatory	Signature
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Shri General Manager	
SIGNED AND DELIVERED BY the within namedBY its Authorized Signatory Shri.....	Signature

ANNEXURE-I

(Details of the Special Services agreed to be provided by)

ANNEXURE –II

Business Continuity Plan (BCP)

ANNEXURE – III

CHARGES

ANNEXURE –IV

Summary of Services

ANNEXURE V

Data Protection Posture

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

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a company under the meaning of Section 2(20) of Companies Act, 2013 and a Banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered and corporate office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “**IDBI Bank**” / “**Bank**” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

1 WHEREAS

- (1) The Obligor has offered to the Bank services in respect of ----- and as more particularly stated in scope of work of the Request for Proposal bearing reference no. RFP No. IDBI/RBG/PIS/2026-27/ -- dated October 05,2026.
 - (a) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank;
 - (b) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Bank;
 - (c) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- (2) The Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in Service Level Agreement dated _____ and RFP dated _____ (the Contract) with the Obligor;
- (3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favour of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the

execution of its services to Bank over the Contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, fire, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, intellectual property rights, patents, copy rights, guidelines and also from the environmental damages, if any, which may occur during the Contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) . The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise on account of any default and or breach and or otherwise in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in

ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

(7) This Indemnity shall survive the aforesaid Contract.

(8) Any notice, request or other communication to be given or made under this Indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This Indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this Indemnity may be brought in the Courts/Tribunals at Mumbai. By the execution of this Indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

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

(11) Pay-in (Purchase TTUM Report) funding to be submitted to bank within the specified timeline only. If Bank fails to execute the pay-in funding, within the stipulated time, for permitted purchase transactions (i.e. allowed under statutory/regulatory ambit) due to non-receipt of pay-in(Purchase TTUM file) file from successful Bidder and consequently, due to which, if any penalty is levied by regulators/ registered exchanges, in such case the successful bidder will make good to the Bank the amount only to the extent of the penalty amount.

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

Signed and Delivered on behalf of)

(_____)

by the hand of _____,)

_____, the authorised official)

of the Obligor)

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FORM : IX-NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement made at ----- on this ----- day of -----, 2026.

Between

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a Company under the meaning of Section 2(20) of Companies Act, 2013 and a Banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered and corporate office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called **“IDBI Bank”/ “the Bank”** which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

And

..... (Name of Bidder) of (please specify the registered office of the (Bidder) (hereinafter called **“the Bidder/Contractor”** which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Bank and Bidder hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS, the Bank called for the bids for engagement of service providers to provide ----- services to the Bank as per scope of work mentioned in the Request for proposal dated ----- (RFP). M/s..... (hereinafter referred to as "Bidder"), after going through the RFP and being interested to act as Bidder and to provide the services viz. -----, has submitted its bid.

WHEREAS, the Bidder is aware and confirms that all documents, data papers, statement, customer details relating to any client of the Bank that are made available in the Bid Documents, during the Contract and/ or thereafter to enable the Bidder to provide Services as per scope of work mentioned in the RFP and all the Confidential Information under the RFP is privileged and strictly confidential and/or proprietary to the Bank,

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

It is hereby agreed as under:

- a) The Bidder agree that they shall hold in trust any Confidential Information received by Bank, under RFP, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Bidder also agree and undertake to:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - (ii) make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Bidder hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
- (i) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the Bidder without breach of this Contract;
 - (iii) is the public domain;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the prior written consent of the Bank.

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

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

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

e) In the event that Bidder becomes legally compelled to disclose any Confidential Information, Bidder shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this Agreement and or RFP without the prior

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written consent of the Bank. The obligations of this clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

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

Authorised Signatory

Name :

Designation :

Office Seal :

Place :

Date :

Accepted –

Bank

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FORM X: Information security certificate

INFORMATION SECURITY CERTIFICATE

(To be submitted on Letterhead of the Bidder)

Reference: Appointment of CA Firm for various services under Portfolio Investment Services(PIS)

(Dated ----- 2025)

This is to certify that–

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

Signature :

Name :

Designation :

Company seal :

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FORM XI

(To be submitted by the Bidder/s on appropriate value of stamp papers

/ Franking along with Technical Bid)

ANNEXURE P

PRE CONTRACT INTEGRITY PACT (PCIP)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2026 between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and also a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its Retail Liabilities Department/ Office at IDBI Tower, World Trade Center (WTC) Complex, Cuffe Parade, Mumbai 400005, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First

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

WHEREAS the PRINCIPAL proposes to procure (Products/Services/Solution consultancy for Transformation of Premier Banking Segment) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter

and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

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

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Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing

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

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

3. Commitments of the BIDDERS

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

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

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

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

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

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

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

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certifications, subsidiary contracts etc.

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

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

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

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

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under Prevention of Corruption Act/ BNS Act 2023.

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

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

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4. Previous Transgressions

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall, to protect interest of PRINCIPAL in case of BIDDERS'S conduct, deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP in favour of IDBI Bank Ltd. However, payment of any such amount by way of Bank Guarantee, if so permitted as per RFP should be from any scheduled commercial Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand forthwith without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the RFP, the Earnest Money/Security Deposit/EMD Bank Guarantee shall be valid up to a period of 30 days (Bid Validity Period)

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

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6. Sanctions for Violations

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

To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER.

However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

- 6.1.1 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.3 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.4 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 6.1.5 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
- 6.1.6 Forfeiture of Performance Guarantee in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1.7 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

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6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.8 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter XII of Bhartiya Nyaya Sanhita (BNS) 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent External Monitors

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

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Sr.No.	Name of IEM	E-mail Address
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1	Dr. Rajiva Ranjan Verma, IPS, Ex. Director General, Railway Protection Force	rajivaranjanin@yahoo.co.in
2	Shri P V V Satyanarayana, IRSS, Ex-Principal Chief Manager, South Central Railway.	skpadala@gmail.com

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

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

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

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

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

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

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing the contract and extend upto 3 years or for a period of 12 months after the last payment under the respective contract on the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/Seller. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

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13. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions. The parties hereby sign this Integrity Pact at _
 ___ on
 ___.

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

Signature
 (For & on behalf of the PRINCIPAL)

Signature
 (For & on behalf of the BIDDER/

Contractor) Office Seal

Office Seal

Name
 Designation

Name
 Designation

Witness 1:
 (Name & Address) _____

Witness 2:
 (Name & Address) _____

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FORM XII

SELF DECLARATION

To,

The.....–
IDBI BANK LTD.
=====

RFP for =====

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

We are duly authorized persons to submit this undertaking

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

We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same

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

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We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to Bank.

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

Dated this ____ day of _____ 2026.

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

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Annexure -XIII

1. Data Protection Posture (DPP)

1.1. Definitions

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

1.2. Details of Data Processing

- 1.2.1. Personal Data shall only be processed by the Bidder/ Data Processor on behalf of and under the explicit instructions of the Bank/Purchaser/Data Fiduciary as explicitly outlined in the underline contract/scope of work and in consonance with the DPDPA and Rules and other applicable laws/ rules/ regulations/ statutory guidelines. The details of the Processing of Personal Data such as subject matter, nature and purpose of the processing, categories of Personal Data and Data Principals has to be mentioned in the format as prescribed in **Schedule -1** to this DPP (as applicable).
- 1.2.2. The Data Fiduciary may issue written instructions in accordance with this DPP. Without limiting the foregoing, Data Processor is prohibited from selling, sharing, retaining, using, disclosing the Personal Data by way of any known and unknown ways. The Data Processor shall maintain the confidentiality, adequate security measures of the Personal Data and take every steps to keep the Personal Data confidential and protected from compromise. The Data Processor only in case of the statutory/ regulatory obligation or to comply with the order of Court of Law situated within the territory of Republic of India, may disclose/ process the Personal Data with prior written intimation to the Data Fiduciary/ Bank.

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

1.2.4. Data Processor shall provide Data Fiduciary with information to enable Data Fiduciary to conduct and document any data protection assessments required under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Additionally, Data Processor shall notify Data Fiduciary promptly, if in case the Data Processor determines that it can no longer meet its obligations under DPDPA/ Rules/ other applicable data protection laws/ rules etc. Further, the Data Fiduciary reserves its right to take reasonable and appropriate steps to ensure that Data Processor uses Personal Data in a manner consistent with the Data Fiduciary's obligations under the applicable data protection laws/ rules etc.

1.3. Data Protection Obligations

1.3.1. Confidentiality: Both parties shall ensure strict confidentiality and not disclose personal data except as allowed under the DPP or required by law.

1.3.2. The Data Processor must implement appropriate technical, organizational, cloud and physical security measures to prevent unauthorized access, loss, or misuse of Personal Data as outlined in **Schedule -2** (as applicable).

1.3.3. Sub-processing: Engaging sub-processors requires written consent from the Data Fiduciary and provide details of the sub processor as mentioned in **Schedule -3** *(as applicable)., subject to the conditions stipulated by Data Fiduciary. If in case, the Data Fiduciary provided written consent for engagement of sub-processor, the Data Processor shall have a flow-down arrangement with the sub processor and shall be provided to the Data Fiduciary. The sub-processors shall not have any rights, claims, or entitlements against the Data Fiduciary/Bank on such engagement. Data Processor shall solely be liable

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for the claim of any type, which will be claimed/raised by the sub processor. The details may be furnished by the Data Processor in the prescribed format – **Schedule -3** (as applicable).

1.4. Rights of Data Principal

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

1.5. Data Breach Notification

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

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Protection Laws to make any notifications, such as to individuals or authorities.

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

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

1.6. Privacy by Design and Impact Assessments

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

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

1.7. International Data Transfers

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

1.8. Audit & Compliance

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- 1.8.1. The Data Fiduciary is entitled to audit or require certification of the Data Processor's compliance with this Addendum at regular intervals.
- 1.8.2. Data Processor shall implement and maintain appropriate technical and organizational data protection and security measures designed to ensure security of Personal Data.
- 1.8.3. Data Processor shall implement and maintain as a minimum standard the measures set out in **Schedule -2** (as applicable).
- 1.8.4. With respect to any audits under this DPP, the Data Processor agree that all such audits shall be conducted:-
 - a. upon reasonable written notice to Data Processor;
 - b. only once per year; or as found necessary by Data Fiduciary
 - c. only during Data Processor's normal business hours.
- 1.8.5. To conduct such audit, Data Fiduciary may engage a third-party auditor subject to such auditor complying with the requirements under DPDPA and provided that such auditor is suitably qualified and independent of the Data Processor.
- 1.8.6. To request an audit, Data Fiduciary will inform about the proposed audit plan to Data Processor for at least two weeks in advance of the proposed audit date. Data Processor shall work cooperatively with Data Fiduciary / auditors for conduct of an audit report.
- 1.8.7. Data Fiduciary will promptly notify the Data Processor of any non-compliance discovered during the audit.
- 1.8.8. Data Fiduciary will bear the costs for any audit initiated by Data Fiduciary.
- 1.8.9. Upon request, Data Processor shall provide to Data Fiduciary documentation reasonably evidencing the implementation of the technical and organizational data security measures in accordance with the industry standards. Data Processor shall provide data protection compliance certifications issued by a commonly accepted certification issuer which has been audited by a data security expert, or by a publicly certified auditing company. If the requested audit scope is addressed in such a

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certification produced by a qualified third-party auditor within twelve (12) months of Data Fiduciary's audit request and Processor confirms there are no known material changes in the controls audited, Data Fiduciary agrees to accept those findings in lieu of requesting an audit of the controls Personal by the report

1.8.10. Data Processor shall audit its sub processors on a regular basis and shall, upon Data Fiduciary's request, confirm their compliance with applicable data protection laws/ rules etc. and the sub processors' contractual obligation.

1.8.11. If any urgent audit is warranted either by regulator or guidelines, Data Processor must cooperate fully with such assessments.

1.9. Term & Termination

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

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

1.10. DELETION AND RETURN

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

1.11. Liability & Indemnification

1.11.1. The Data Processor shall indemnify and hold harmless the Data Fiduciary from and against all losses, claims, damages, fines, penalties

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

1.12. **DEIDENTIFIED DATA**

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

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

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SCHEDULE - 1 –

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

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

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SCHEDULE 2

Technical and Organizational Security Measures

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

1. Asset Management
 - 1.1. The Data Processor shall maintain an inventory of all media on which Personal Data is stored. Access to the inventories of such media shall be restricted.
2. Human Resources Security
 - 2.1. Confidentiality of personnel: Data Processor shall ensure that all personnel understand their responsibilities and obligations related to the processing of Personal Data. Roles and responsibilities are clearly communicated during the pre-employment and/or induction process.
 - 2.2. Data Processor requires all project personnel to complete standard data protection trainings.
 - 2.3. Data Processor ensures that all personnel are adequately informed about the security controls of the IT system that relate to their everyday work. Personnel involved in the processing of Personal Data are also properly informed about relevant data protection requirements and legal obligations through regular awareness campaigns.
 - 2.4. Data Processor shall inform its personnel about relevant security procedures and their respective roles.
3. Physical and Environmental Security
 - 3.1. The physical perimeter of Data Processor's IT system infrastructure is not accessible by non-authorized personnel.
 - 3.2. The Data Processor shall only allow authorized individuals to access facilities where information systems that process Personal Data are located.
 - 3.3. All personnel shall be registered and required to carry appropriate identification badges.
 - 3.4. Communications and Operations Management

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- 3.5. The Data Processor shall maintain Access Control Lists (ACLs) for network devices.
4. Network traffic shall pass through firewalls that are monitored and protected by intrusion detection/prevention systems that allow traffic flowing through the firewalls to be logged.
 - 4.1. Access to network devices for administration shall require a minimum of 128-bit encryption.
 - 4.2. Network, application, and server authentication passwords shall meet internal complexity guidelines.
5. Vulnerability Assessment (VA) and Penetration Testing (PT) by CERT-In empanelled organization
 - 5.1. The Data Processor shall have vulnerability assessment and penetration testing exercises conducted on a regular basis but not later than 06 months.
 - 5.2. The Data Processor shall have anti-malware controls to help avoid malicious software gaining unauthorized access to Personal Data, including malicious software originating from public networks.
6. Data Deletion and Disposal
 - 6.1. Upon completion, project team members shall return or destroy and provide certificate of destruction, if any Personal Data that is in his or her possession.
 - 6.2. Data Processor shall destroy hard copies containing Personal Data via shredder or by depositing in a secure destruction bin when no longer required in the performance of the Services.
7. Back-up
 - 7.1. Backup and data restore procedures are defined, documented and clearly linked to roles and responsibilities.
 - 7.2. Backups are given an appropriate level of physical and environmental protection consistent with the standards applied on the originating data.
8. Data Recovery Procedures

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8.1. The Data Processor shall have specific data recovery procedures in place designed to enable the recovery of Personal Data being maintained in its systems.

8.2. The Data Processor shall conduct regular software updates and security patches

9. Access Control

9.1. User Access Management

9.1.1. The Data Processor shall implement user account creation and deletion procedures, with appropriate approvals, for granting and revoking access to all Data Fiduciary systems, Personal Data and all internal applications used during the course of the project, and designate an appropriate authority (as defined by the engagement) to approve creation of new user ID, or elevated level of access for existing ID.

9.1.2. The Data Processor shall revoke access for personnel departing the engagement within two business days of departure, or in compliance with contractual obligations, whichever is sooner.

9.1.3. Where applicable, the Data Processor shall provide access for project personnel and other applicable personnel using the concept of Least Privileged Access, meaning individuals are only granted access to those resources and systems that are required to perform their role.

9.1.4. When applicable, the Data Processor shall logically separate access between environments (e.g., development, testing, and production) so that an individual can be granted access to one environment without being able to access others.

9.1.5. The Data Processor shall provide each individual accessing a system or application with a unique user ID and password. Prohibit user IDs and passwords from being shared.

9.2. Password Management

9.2.1. The Data Processor shall ensure electronic communications of passwords must be encrypted using at least a minimum of 128-bit encryption.

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9.2.2. The Data Processor shall require initial user passwords to be changed during the first logon and prohibit user IDs and passwords from being shared.

9.2.3. Where authentication mechanisms are based on passwords, the Data Processor shall require that the passwords are renewed regularly.

9.2.4. When granting access or assigning user roles, the “need-to-know principle” shall be observed in order to limit the number of users having access to Personal Data only to those who require it for achieving the processing purposes.

10. Network/Communication security

10.1. Whenever access is performed through the Internet, communication is encrypted through latest cryptographic protocols.

10.2. Traffic to and from the IT system is monitored and controlled through Firewalls and Intrusion Detection Systems.

11. Encryption

11.1. The Processor shall encrypt transmissions of Personal Data between the parties using a minimum of at least 128-bit encryption.

11.2. Mobile phones and tablets shall be protected via a mandatory PIN, restrictions on amount of email that can be stored on the device, and a remote wipe capability.

12. Business Continuity Management

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

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SCHEDULE 3

List of Authorized Sub-Processors**

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

SCHEDULE 4

Cross-Border Data Transfers

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

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