



**Indian Institute of Banking & Finance  
Kohinoor City, Commercial II, Tower I,  
2<sup>nd</sup> Floor, Kirol Road,  
Kurla - West  
Mumbai – 400 070.**

**REQUEST FOR PROPOSAL**

**PROCUREMENT OF CLOUD BASED DOCUMENT MANAGEMENT AND  
WORKFLOW SYSTEM INCLUDING HOSTING AND MAINTENANCE**

**Tender: Ref No:- IT/CDM-WFS/2025-26**

**TO BE SUBMITTED ON OR BEFORE  
14<sup>th</sup> November 2025 BY 3.00PM**

**ADDRESSED TO:**

**Chief Executive Officer  
Indian Institute of Banking & Finance  
Kohinoor City, Commercial II, Tower I,  
2<sup>nd</sup> Floor, Kirol Road,  
Kurla – (West)  
Mumbai – 400 070.**

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**1. ABOUT IIBF:**

Established in 1928 as a Company, Indian Institute of Banking & Finance (IIBF), formerly known as The Indian Institute of Bankers (IIB). IIBF is a professional body of banks, financial institutions and their employees in India with a mission to develop professionally qualified and competent bankers and finance professionals primarily through a process of education, training, examination, consultancy/counseling and continuing professional development programs. During its 96 years of service, IIBF has emerged as a premier institute in banking and finance education for those who are employed as well as seeking employment in the sector. Since inception, the Institute has awarded several banking and finance qualifications, viz., JAIIB, CAIIB, Diplomas and Certificates in specialized areas and helped in sustaining their professionalism in banking and finance through continuing professional development programs.

IIBF is a ‘Distance Learning’ Institute. The candidates who appear for examinations get adequate educational/knowledge inputs through various educational services offered by the Institute. The pedagogy of Distance Learning offered by the Institute is given below: -

- Publishing specific courseware for each paper/examination;
- Tutorials from accredited institutions;
- Contact classes;
- Video lectures;
- Virtual classes
- E-learning through portal;
- Campus training for selected courses, etc.

As a professional body, IIBF ensures that its members are enriched by latest developments and updated knowledge of the profession they practice. Towards this end, the Institute offers a daily e-newsletter called “Fin @ Quest”, a monthly bulletin – “IIBF-Vision”, a quarterly journal – “Bank Quest”. It also sponsors research in banking & finance and publishes the research reports. The Institute offers Management Development courses in collaboration with leading Management Institutions, besides organizing Seminars, Workshops, Conferences, Lectures, and short duration programs, etc., as part of Continuing Professional Development (CPD).

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

IIBF is an ISO 21001-2018 certified organization having its Corporate Office in Mumbai and Professional Development Centers in Delhi, Chennai, and Kolkata.

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## **2. Major Activities of the Institute:**

### **2.1 Membership:**

The number of ordinary members of the Institute as on 31st March-2025 was 1773951 respectively. There are 834 active Institutional members (Banks and Financial Institutions).

### **2.2 Courses Offered:**

The Institute currently offers the following courses:

Flagship Courses:

- JAIIB
- CAIIB
- Diploma in Banking and Finance

### **2.3 Diploma Courses:**

Diploma in Treasury, Investment and Risk Management, Diploma in Banking Technology, Diploma in International Banking and Finance, Advanced Wealth Management Course, Diploma in retail Banking etc.

### **2.4 Certificate Courses:**

Certificate course in Anti- Money Laundering and Know Your Customer, Trade Finance, Information System Banker, IT Security, Cyber Crimes & Prevention of Fraud Management, FEMA, Rural Banking, Emerging Technologies, Strategic Management & Innovation in Banking etc.

### **2.5 Blended Courses:**

Blended courses in Credit Management, Treasury, Compliance, Risk Management, Accounting & Auditing etc. (For details visit- [www.iibf.org.in](http://www.iibf.org.in))

All these examinations are backed by specially developed courseware. The Institute revises publishing this courseware from time to time. The courseware are available with the publishers' viz. M/s Macmillan India Ltd. M/s Taxman Publications Pvt. Ltd and with leading book shops.

### **2.6 Web Portal:**

The web portal disseminates information regarding the Institute's profile, its products & services. It also facilitates online registrations of examinations, membership, training and other activities by receiving the fees online. The portal also offers educational support towards various courses(examinations) through e-learning and video lectures. These support services are rendered by respective service providers.

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**3. Introduction of the Assignment (Broad Requirements):**

The Indian Institute of Banking & Finance (IIBF) desires to select a service provider who would provide a cloud based document management system with workflow. The system should cover all the activities of various departments for approx. 110 users

In this connection, the Institute would like to invite competitive bids through this RFP (Request for Proposals) from reputed bidders, who can provide end-to-end solutions as a turnkey project to IIBF by using the state-of-the-art technology. solution shall be integrated intranet/internet based

**4. RFP Document**

A detailed RFP Document covering the eligibility requirements, technical specifications, terms & conditions, statement of work, and service agreement can be downloaded from the Institute's website <http://www.iibf.org.in>

**5. Adherence to Terms and Conditions**

The bidders are advised to submit the bids adhering to all the terms & conditions contained in this RFP including other specifications and amendments, if any, issued by IIBF prior to submission of RFP. The bidders to strictly comply with the formats prescribed in the RFP documents. The bids that do not strictly adhere to the terms and conditions of the RFP are liable for summarily rejection.

**6. Brief Scope of Work, Specifications, and Requirements**

The scope of the RFP includes (1) Design, development, deployment and hosting of cloud-based document management system (DMS) with workflow by integrating with the existing application such as Ms-Office-365. (2) The scope also includes migration of existing scanned copies of documents with proper indexing. (3) Further, the identified service provider has to arrange training for end-users of various departments of the Institute as part of the scope.

The Institute intends to create an integrated platform for DMS with workflow covering key business functions of various departments such as Examinations, Membership (MSS), Academics, Training, Accounts/Compliance cell, HR & Administration, Information Technology, Corporate Development Cell and five Professional development centers located at New Delhi, Chennai, Kolkata, Mumbai and Guwahati. Bidder has to make provision for providing the solution at newly going to be opened PDC's located at Lucknow and Bangalore. The project is also aimed to establish a Centralized Document Repository to store and route documents electronically. This would help the Institute to reduce paper-based work to achieve the objective of Paperless Office. The DMS with workflow should help to improve productivity and provide a unified platform for end users to transact with each other among inter/intra departments of existing or upcoming IT systems.

**Note :- Off the shelf product shall be preferable along with necessary customization**

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The selected bidder would be required to provide end to end DMS with workflow solution services including digitization, indexing, metadata entry, DMS, digital storage etc. The solution offered must be scalable to cater to the following requirements: -

- To build a robust, user friendly and secured electronic/digitized repository from the current paper-based filing systems & integrate the same with other application systems of the Institute.
- To ensure security of documents by implementing a robust mechanism of multi-level access control and audit trails with appropriate security measures.
- To monitor the history of changes in the document and track use of the documents.
- To store and route documents electronically and reduce paper-based work to achieve green business practice with near paperless office.
- To establish a centralized content / document repository comprising of all the relevant documents of IIBF in a soft form.
- To provide business continuity by ensuring availability of important documents through DMS and create a back-up to the paper-based documents to serve as a Disaster Recovery system; in the event of any disaster occurs.
- To enable easy availability of soft copies of documents received in paper-form from outside/within IIBF in the DMS system.by scanning or uploading as a softcopy.

1. DMS should include the following modules:

- a. Correspondence/DAK Management
- b. Document Management
- c. File Management
- d. Workflow Management
- e. Office Note Management
- f. Committee & Meeting Management

2. Software for Application Server, Middleware (if required) etc.

- a. The back-end including the server side programs and database must be hosted in a cloud based tier III or higher level data center. Bidder should own the data center for hosting back-end of the DMS & Work Flow. In case a bidder do not own data center, bidder has to enter into an agreement with ISP holding a valid audit certificate in respect of its data center for a period of 5 years from the date of hosting and to be extendable for 2 more years on yearly basis at a time on the same terms and conditions as the original agreement. A copy of the valid agreement from the ISP must be submitted to the Institute after receipt of the order letter. In case the bidder fails to submit the copy of the said agreement, the order shall stand cancelled and EMD will be forfeited.
- b. bidder must take care of the existing linkages of third party also. The bidder must take care new linkages that may be required to be handled in future too.

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- c. The bidder must take care of proper sizing of hardware, software, and bandwidth as mentioned in clause No.14 of this RFP.
- d. The DMS with workflow must have the capability to capture and maintain a Audit trails and audit logs

**6.1 Cloud Hosting and Management:**

- The Initial signing of storage shall be 5TB to begin with. Subsequently the incremental resources in terms of Storage, RAM, Processor, Bandwidth etc. should be covered within Annual Maintenance charges.
- Cloud environment and solution should be protected from all kinds of security threats such as existing viruses, malwares, spywares, Trojans etc. The website should also be protected from any threats that may arise in future, including various kinds of hacking, DDoS attacks, SQL Injection etc. The bidder should also monitor the traffic entering or leaving the network. The bidder should configure the entire hosting environment with appropriate security tools such as firewalls, intrusion detection systems (IDS), network segmentation, anti-malware tools, and Zero-trust Network Access (ZTNA) etc., to ensure the entire hosting environment tamper proof.
- The bidder must submit a “Safe to Host” certificate before commissioning the hosting. Subsequently, the bidder must renew the certificate on a yearly basis and submit the same to the Institute during the entire contract period.
- The solution hosted on cloud must be SaaS based and accessible at anywhere and anytime in a seamless manner. Further, it should be secured by 128-bit SSL or higher encryption at client end, server end and during the transmission of data. All Service end points exposed to internet or internal systems shall be secured with 128 bits SSL or Latest version (Secure Socket Layer)/TLS (Transport Layer Security).
- The bidder should ensure that the data should not be leaked or stolen by any unauthorized access. This should be taken care of by deploying appropriate encryption techniques (at rest and during transit). Further, strict access controls, data loss prevention (DLP) mechanisms should be put in place to prevent the data loss. (To prevent ransomware infections).
- The bidder must carry out Vulnerability Assessment and Penetration Testing regularly (VAPT), with the help of IS Auditor who is empaneled by authorities such Cert-in etc.,
- All system-level software such as servers, databases, application servers, web servers, SVN servers must be taken care of by the bidder. All kinds of enterprise software licenses including ATS should be procured by the bidder, and the Institute shall not pay any extra amount towards such licenses.

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- Bidder must take full backup of entire data including all the attachments once in a week and an incremental backup on a daily basis. One copy of the backup must be provided to IIBF quarterly basis on external hard drive. The hardware for the backup should be arranged and taken care by the bidder itself. The bidder must retain entire data of the Institute for 5 years. Further, if the contract is extended for 2 more years then the data must be retained for 7 years.

## **6.2 Operational Mechanism of the DMS & Work Flow:**

### **6.2.1 Document Management Services (DMS):**

The document Management System should help the Institute to scan old documents and create catalogues to be accessible as and when required by various depts. of the Institute. This includes scanning of old office notes, accounts journals, ledgers, minutes of meetings, payment vouchers etc. Bidders need to arrange for uploading of old documents on the DMS platform and should do a proper indexing to facilitate a search with keywords, content, document name etc.

### **6.2.2 Work-flow services:**

Internal notes get initiated by inter departments and the same to be forwarded to next hierarchy within a department or intra departments. Once a note is approved it should be filed in a cabinet/folder. An approved note should be only retrievable department concerned in future without any tampering.

For example, the following indicative workflow items should be generated from the DMS with workflow system: -

1. Agenda of the meetings
2. Minutes of the meetings
3. Internal and external notes for approval
4. Payment approval notes
5. Preparation of the purchase order in a prescribed template and sending it to third party or within departments
6. Storing a scanned copy of the signed agreements
7. Linking of approval payment notes with payment vouchers
8. Various kind of reports/MIS/Statistics
9. Field visit reports
10. Tour Planner and reports
11. Council meeting notes
12. Executive Committee/IT Committee/Exam Committee etc. note
13. Department wise correspondence notes for internal or external parties for approval
14. Exam Unfair Notes and letters
15. Various other notes and documents

(Note:- few of the document notes need to be imbedded with digital signature of scanned specimen signature in to solutions)

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However, the final list of workflow items shall be finalized after the requirement gathering from all the departments and finalization of the SRS. Based on the requirements the bidder has to customize/design and develop as per the SRS finalized.

Addition to the workflow items the said office circulars would be put up to competent authority and the same gets approved. The approved circulars are forwarded to the employees or concerned group for information within the organization.

Payment notes are put up by respective departments as per hierarchy. Once the notes get approved the same need to be forwarded to the accounts department for payments. Once payments are made the notes to be filed in a tamper proof cabinet. If any comments/noting/remark should form part and parcel of the documents and they should be retained along with the documents.

## **7. Bidding Process:**

The Institute wishes to invite bids from suitable solution providers, in separate sealed envelopes for Technical and Commercials for supplying maintaining off-the-shelf DMS software DMS & Work Flow through this RFP (Request for Proposal). The entire work should be undertaken as a turnkey basis.

## **8. Schedule of activities of Bidding:**

The schedule of activities of bidding process is as under:

Sr. No	Description	*Date
1	Releasing of Request for Proposal (RFP)	<b>7<sup>th</sup> October 2025</b>
2	Last date of Submission of written requests for any Clarifications from prospective bidders. Queries may be sent to the e-mail id: itbids@iibf.org.in	<b>17<sup>th</sup> October 2025</b>
3	Pre-bid meeting (in person) for clarifications on written Queries at 3.30PM at Corporate Office, Mumbai	<b>30<sup>th</sup> October 2025</b>
4	Last Date of submission of Proposal up to 3PM	<b>14<sup>th</sup> November 2025</b>
5	Opening of technical bids in the presence of Bidders at 4PM	<b>14<sup>th</sup> November 2025</b>
6	Technical Presentations from the bidders as part of technical evaluation	<b>25<sup>th</sup> November 2025</b>
7	Opening of Commercial bids	<b>25<sup>th</sup> November 2025</b>

**\*Tentative dates**



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The above dates are tentative and IIBF reserves the right at its discretion to change the schedule of activities, including the associated dates

**9. Minimum Eligibility Criteria:**

<b>Sr.</b>	<b>Minimum Eligibility Criteria</b>	<b>Supporting Document</b>
<b>a.</b>	The bidder should be a firm / Pvt. Ltd / limited company registered under the Indian Companies Act, 1956 for minimum 3 years	Registration certificate Firm / Public / Pvt Ltd. / Ltd. Co.
<b>b.</b>	The bidder should have registered a turnover of minimum Rs.10 crore or more during each year for the last three completed financial years. Note:- for the previous year (24-25), if audited B/S is not available the provisional B/S could be submitted by companies' auditors with sign and stamp of the auditor on letter head	Self-certified copies of the audited balance sheet and profit & loss statement for the last 4 completed financial years. (FY 21-22,22-23, 23-24)
<b>c.</b>	The bidder should be earning a Net Profit or having +ve Net Worth in each of the last three completed financial years.	Self-certified copies of the audited balance sheet and profit & loss statement for the last 3 completed financial years.
<b>d.</b>	The bidder should have executed at least three orders of similar nature / value and preferably in multiple locations	<ul style="list-style-type: none"> <li>• PO</li> <li>• Project completion report</li> </ul>
<b>e.</b>	The bidder should preferably have any one certificate of Quality Management Systems like quality ISO 9001:2015/security ISO/ SEI CMMI Level 3 and above/ Six Sigma practice. If no certificate available, the bidder may provide the details such that whether they are in a process of procuring one.	Copy of Certificate
<b>g.</b>	Bidder should have in place the remote service delivery infrastructure to ensure immediate response and faster resolution. Bidder must have Telephonic support from 9AM to 6PM on all working days of IIBF for soft calls resolution which are skill based.	Detailed addresses of support offices may be mentioned.
<b>h.</b>	The bidder should have not been blacklisted by any department or undertaking of the Government of India and the Government of Maharashtra or any public sector banks	A self-declaration letter from the company secretary of the organization

**Note:**

- Necessary supporting documents should be arranged / numbered in the same order as mentioned above.

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- Failure to meet any of these criteria will disqualify a bidder for minimum eligibility criteria and be eliminated from the further process of this RFP.
- The Institute reserves the right to verify and/or to evaluate the claims made under eligibility criteria. In this regard the decision of the Institute shall be final, conclusive and binding upon the bidder.
- 'Project Completion Report' should include references of customers for whom DMS & Workflow have been successfully implemented and is/are in operation. Provide the details of hardware, operating systems, application software, size of network, size of database etc., and certificates from the clients regarding the performance of such solutions provided.

## **10. Evaluation of Bids**

The technical proposals will be evaluated as per the clause 10.1 given in this RFP.

### **10.1. Technical Evaluation:**

The total points to be awarded in the technical round will be as under:

Presentation on adoption of technology                      40 marks

Past Experience in the DMS with WF                      30 marks

1. Experience more than 10 years (30 marks)
2. Experience between 5 to 10 years (25 marks)
3. Experience below 5 years (20 marks)

Support, Reference etc.                      30 marks

1. More than 10 orders (30 marks)
2. Between 5 to 10 orders (25 marks)
3. Below 5 orders (20 marks)

**Total                      100**

#### **Note:**

- The bidders whose score is 60 or more points/marks (will be rounded to nearest integer) in the technical round would be considered as qualified for commercial round.
- Bidders who obtain less than 60 point/marks in the technical round shall be disqualified from the further bidding process.

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- No further discussions/interactions will be entertained with a bidder/s who gets disqualified/rejected in the technical round
- The bidder/s who gets disqualified in the technical round will be intimated accordingly. The EMDs and unopened commercial bids of disqualified bidders will be returned back to them.

**IIBF's decision in respect of evaluation methodology and short-listing the bidders shall be final and no claims whatsoever in the matter shall be entertained.**

### **10.2. Mechanism of Technical Weightage:**

The bidder/s who score/s highest points in the technical round will be awarded with full technical weightage of 70 points. Accordingly, the second highest; third highest scores will be calculated in proportion to the highest points obtained in the technical round.

For example:

Suppose in response to the RFP, 3 bids are received from Bidder A, Bidder B & Bidder C then their scores will be calculated as under:

Assume, the bidders obtain the points as given below, based on the techno functional features:

Bidder A gets - 65 points,

Bidder B gets - 70 points

and Bidder C gets – 90 points

### **Technical Weightage:**

As technical points are given 70% of weightage, the technical weightage of each bidder is calculated as under: (arriving points proportionately with the highest points divided by points obtained by a bidder and multiplied by the technical weightage ie. 70)

The technical weightage of Bidder C will be = points awarded to C' (90)  
----- x 70 = 70  
Points awarded to C' (90)

Bidder A's score (65)  
The technical weightage of bidder A will be = ----- x 70 = 51  
Bidder C's score (90)

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Bidder B's score (70)

The technical weightage of bidder B will be = ----- x 70 = 54

Bidder C's score (90)

### **10.3. Commercial weightage:**

The commercial proposals from all bidders who qualify in the technical round will be opened.

A commercial bid which carries the lowest cost will be given the full weightage of 30 points and other bids are rated in inverse proportion to their prices.

As commercial bids are given a 30% of weightage, the commercial score of each bidder is calculated as under: (arriving points in inversely proportional with the lowest price divided by price offer by a bidder and multiplied by the commercial weightage i.e., 30) (rounded to the nearest decimal)

For example:

Suppose the prices quoted by the qualified bidders are as under:

Price quoted by bidder 'A' is = Rs.120/-

Price quoted by bidder 'B' is = Rs.100/-

Price quoted by bidder 'C' is = Rs.110/-

In this case, bidder 'B' will get full '30' marks as it is lowest among others.

Bidder B's price(100)

The commercial score of bidder 'A' will be = ----- x 30 = 25

Bidder 'A' price (120)

Bidder B's price (100)

The commercial score of bidder C = ----- x 30 = 27

Bidder C's price (110)

### **10.4. Techno Commercial Evaluation:**

The weightages of technical and commercials will be added together to arrive at the Total weightage out of hundred marks for each bidder. The bidder who secures the highest combined weightage will be ranked as H1, second highest as H2 and third highest as H3.

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**For Example:**

From the above examples, three bidders with combined Technical and Financial evaluations score would be ranked as under:

Bidder A = 51+ 25= 76 = H3

Bidder B = 54+ 30 = 84= H2

Bidder C = 70+ 27= 97= H1

Proposal of bidder C at Rs.110.00 will be considered as most responsive bid and it may be called for further price negotiations, if needed.

**The contract will be awarded to a bidder subject to the following:**

If the price quoted by 'H1' is lowest among all the bidders, the assignment will be awarded to 'H1'.

In case the price offered by H1 is higher than the lowest commercial quote received, then the bidder who scores 'H1' should match the lowest price offered in the bidding and the contract will be awarded to 'H1'.

If 'H1' does not agree to match with the lowest commercial quote received then the assignment will be awarded to 'H2' provided they match the lowest quote received in the bidding.

If 'H2' does not agree to match with the lowest commercial quote received then the contract will be awarded to 'H3' if the prices quoted by them is lowest among all bids.

**Note:**

- **IIBF's decision in respect of evaluation methodology and short-listing the bidders will be final and no claims whatsoever in this matter will be entertained.**

**10. 5. Proposal Format:**

- The technical proposals should be submitted in a sealed cover, marked as '**Technical-Information only**', the sealed proposal should be submitted in a big cover super scribed with '**Proposal for Procurement of Cloud Based Document Management and workflow Tender Ref No:- IT/CDM-WFS/2025-26**'.
- The bidder should submit the proposals with a clarity, and it should be properly paginated so that the papers are not lost.
- The proposals which are not sealed or sent through e-mail will be summarily rejected.

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- The proposals which do not adhere to the prescribed format or have incomplete details shall be liable to rejection.
- The proposals containing unauthenticated erasing or alterations shall not be considered.

**10.6. Inputs of Technical Bids:**

A bidder shall submit the technical proposal along with a covering letter by authorized official duly bearing his/her name and designation.

- The technical proposal should include:
- A statement of proprietary information, if any.
- Table of Contents (List of documents enclosed)
- Authorization letters from OEMs (Original Equipment Manufacturers/Software Bidder) of the quoted products, in case of 3rd party products.
- Detailed technical specifications/brochures of the solutions proposed.
- Detailed architecture of the proposed solution with all the features/functions of the systems. This should also include details of the hardware system that will be used to host the web site and contents even though it is a hosted model.
- Future road map on scalability, version upgrades/releases etc. This pertains to any upgrades of OS, Application Server, Database server, Web server, Programming languages, or tools such as IDEs etc.
- Proof of implementation of similar project.
- Resume of the proposed Project Management team with Name, Designation, qualification & experience details.
- Specify the Hardware, Operating System, Software licenses, bandwidth required for successful implementation.
- Technical proposals should **not** indicate any cost aspect directly or indirectly.

**10.7 Inputs of commercial bids:**

The bidders should provide prices in two separate envelopes.

- Envelope “1” should contain the item wise prices as per Annexure – I and should be super scribed as “Prices Item Wise”. Taxes will be extra.

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The bidders must provide all the relevant information of price and not contradict the technical proposal in any manner. **All prices must be quoted in Indian Rupees only.**

## **11. System Acceptance Testing:**

The bidder has to release UAT for all customized modules, test them to the satisfaction of user departments and implement the same. Unsatisfactory performance of the cloud based solution may result in rejection of part or whole during acceptance testing. Acceptance test will end when the performance of the DMS & Work flow meets the functional & technical specifications at IIBF site. It should meet the performance requirements as mentioned under infrastructure sizing, interfaces, MIS etc ...

At the end of the successful completion of an acceptance test, a sign-off will be given to the DMS & Work Flow. After completion of sign-off, the DMS & Work Flow should be made available to Institute's staff members for accessing and using the same. The successful bidder must test the back-end of the DMS & Work Flow with similar volumes mentioned in Clause 14 of this RFP.

## **12. Training:**

### **12.1 Bidder shall organize a user training as follows:**

- A onsite training should be provided to the all the staff members of the Institute. The training should cover the operational aspects of the DMS & Work Flow, after successful commencement of the same.
- Bidder shall provide the training documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of module / activity with probable issues and action steps in the DMS & Work Flow.

### **12.2 User training should cover the following:**

- a) Features / Functionality available in the DMS & Work Flow
- b) Parameterization in the in the DMS and Work Flow
- c) Background process of DMS & Work Flow
- d) Admin module of CMS and the necessary Reports

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**13. Infrastructure Sizing:**

The Bidder must deploy optimal infrastructure such as Hardware, Operating System, Database, Middleware etc. keeping in view the current requirements and extrapolate the same during the period of contract for 5 years. Further, if the services found to be satisfactory then Institute may extend the service for another 2 years on yearly basis.

The host-end should be adequately safe guarded with the best security measures possible. The hosting environment must be audited on a regular basis by a certified security auditor and the audit report should be submitted to the Institute once in a 6 months. The Institute will depute a system security auditor to audit the hosting system on a regular basis.

The host-end system should be capable of keeping the data for 5 years further, if the services found to be satisfactory then the Institute may extend the service for another 2 years on yearly basis. Then the data need be retained for 7 years

During the contract period, at any stage if it is found that the solution deployed by bidder does not match with the requisite performance response time of less than 3 seconds as per sizing parameters, then the bidder shall have to upscale the hardware/ software without any additional cost to the Institute.

**14. Terms and Conditions:**

- The bidders must sign / initial on all the pages of the RFP and give an overall undertaking that all the terms and conditions as specified in the RFP have been understood and will abide by the terms and conditions stipulated. This will have to be done while submitting the bid/s.
- In case if any bidder seeks to clarify any terms of RFP or have doubts, they should seek clarifications on any doubt at the time of pre-bid meeting stage only. After pre-bid meeting, no deviation from the RFP terms shall be entertained and if any bidder is found to have deviated from the RFP terms, their bids shall be rejected and they shall be disqualified from the RFP process.
- The Bidder will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager should make on-site decisions regarding the scope of the work and any changes required therein.
- The bidder shall provide all reference manuals, booklets, e-books and other materials required for the effective maintenance of the systems. (print copy 3 number and a softcopy)



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- The technical proposal will be evaluated for technical suitability as well as for other terms and conditions.
- Functional & technical information about the solution being offered must be provided in the exact format given in RFP.
- Selected bidder will have to sign a service agreement with the Institute, incorporating the requirements as specified in this RFP
- The bidder shall bear all costs associated with the preparation and submission of the proposal, attending pre-bid meeting or arranging product walk through etc.
- The Institute may call for clarification from all or any of the bidders in connection with their offers.

While quoting, the bidders should anticipate the version / product changes during the entire project period of 5 years. further, if the services found to be satisfactory then Institute may extend the service for another 2 years on yearly basis.

- The service provider must customize all gaps observed in the following stages of DMS & Work Flow maintenance contract.
  - UAT and
  - Implementation.
- The bidder will be responsible to provide complete documentation of the solution which includes but not limited to the following:
  - Provide high-level solution architecture describing the DMS & Work Flow architecture, used components, frameworks, technologies, backend architecture and integration architecture with backend systems.
  - Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
  - Maintenance Documents.
  - Provide low-level technical architecture describing connectivity, high availability and security.
  - Provide the list of deliverables for the System Implementation including the needed documentation.
  - User and technical Manuals; including Error Messages, their meanings and action steps
- Post implementation of the DMS & Work Flow the bidder shall provide a support service to the Institute as and when required.
- Bidder shall submit progress report for the project as per clause No.19 (Project Schedule) of this RFP. The bidder will be responsible for implementing appropriate project control measures and reporting the gaps if any in a timely manner.

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- Bidder shall be responsible for knowledge transfer to the incoming bidder as and when required by IIBF
- At any point in time the bidder must provide entire dump of the DMS & Work Flow migration of databases and help the incoming bidder to restore the same seamlessly at the new site. The performance guarantees and any final payments payable to the outgoing service provider will be released only after smooth porting of the new DMS & Work Flow. This shall include amongst others, system walkthrough and hands on support for minimum of 4 weeks to incoming vendor.
- Any effort by a bidder to influence the IIBF on any matter relating to the proposal, its evaluation, comparison, selection may result in the rejection of the bidder's proposal.
- Any changes in the business logic affecting the **existing applications** must be covered under maintenance charges.
- For any new development that may required in the DMS & Work Flow which may take seven man days or less such changes should be covered under maintenance without any additional cost to the Institute.
- For development of any new features in the DMS & Work Flow that takes more than seven man days, the charges will be paid on per man day basis. The per man day charges must be quoted as per annexure –I

**15. Earnest Money Deposit (EMD):**

- A bidder who wishes to respond to the RFP should deposit earnest money of Rs. 5,00,000/- (Rupees Five Lakh only) in the form of a Bank Guarantee from any commercial bank favoring to Indian Institute of Banking & Finance and payable at Mumbai. The EMD must be valid for six months from the last date of submission of application.
- EMD should be accompanied by the technical bid. The EMD will not carry any interest.

**15.1. Refund of EMD:**

- EMD is refundable to bidders who could not succeed in the RFP Process i.e. after identifying a successful bidder of the RFP process.
- EMD of the successful bidder shall be returned to them after execution of a service level agreement (SLA) and furnishing a Performance Bank Guarantee which would be 10% of the cost of ownership (TCO).

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**15.2. Forfeiture of EMD:**

The EMD (earnest money) submitted by the bidder towards RFP shall be forfeited if the bidder-

- Withdraws the bid after it gets accepted by IIBF; or
- Withdraws the bid before the expiry of the valid period of the RFP; or
- Violates any of the provisions of the terms and condition of the RFP and SLA
- In case of a successful bidder fails to furnish the SLA and / or PGB in accordance with terms and conditions of the RFP document.
- Or in case the successful bidder picks up the order and does not proceed with the project. This period will be decided by the Institute.

**16. Bank Guarantee**

The successful bidder shall furnish the performance security that of 10% of total project cost (TCO) (Including one time setup charges) of DMS & Work Flow for 5 years plus 6 months in the form of Performance Bank Guarantee issued by any Commercial Bank in India. Thereafter if the services found to be satisfactory, Institute may extend the contract for another 2 more years, the bidder need to extend the Bank guarantee for total cost of ownership (TCO) on for 6<sup>th</sup> and 7<sup>th</sup> year.

In case the bidder does not want to continue with the project after 5 years, the Institute reserves the right to invoke the PBG at its discretion.

The PBG may also invoked any time of the discretion of Institute, if the services of the bidder are not found to be satisfactory

**17. Rejection of Bids:**

**The bids are liable to be rejected if:-**

- 1) Received after the expiry of the due date and time.
- 2) Not received in sealed condition.
- 3) It is a conditional bid.
- 4) Not in conformity with the instructions mentioned in the RFP.
- 5) It is incomplete including non-furnishing of the requisite documents.

IIBF reserves the right to reject the tender/s without assigning any reasons. The decision of IIBF will be final, and no communication whatsoever will be entertained in the matter.

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**18. Project Schedule:**

The successful bidder should design, develop and commission the cloud based DMS & Work Flow within 3 months' time from the date of issue of work order as time is the essence of the contract.

The project shall be under AMC (Annual Maintenance Contract) after go live of the project.

The tenure of the contract will be for a period of 5 years from the date of commissioning of the DMS & Work Flow along with back-end and Institute reserves the rights to extend the contract for another 2 more years if the performance founds to be satisfactory.

**19. Termination of contract:**

Both the parties can terminate the contract by giving three months notice in writing:

1. In the event of bidder choosing to terminate the contract the Institute reserves the right to invoke performance bank guarantee and/or take such other steps as deemed necessary.
2. IIBF may at its discretion terminate the contract if it is found that the services rendered by the bidder are not satisfactory and may invoke performance guarantee.

**20. Payment Schedule:**

**(i) One Time Setup Charges:**

The payment in respect of one time setup charges will be made as given below.

<b>Milestones for payment</b>	<b>% of one time setup charges</b>
<b>After completion of requirement gathering and submission functional flow document</b>	<b>10%</b>
<b>Sing-off of User Acceptance Testing after commencement of hosting</b>	<b>80%</b>
<b>After one year of Performance warranty</b>	<b>10%</b>

**Note:- payment shall be released only after submission of PBG and sign off of the agreement.**

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**(ii) On Account of AMC:**

**Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges.**

**21. Site Dump:**

The bidder must supply the back up of entire back-end dump at the end of each quarter. The back-end dump has to be restorable and has to work seamlessly after such restoration. The bidder should further note that the hosting and backup to be taken care by themselves and no hardware, software, networking and security infrastructure shall be provided by the Institute for such activity.

**22. Non-Disclosure:**

The contents of the proposal and all the project outputs must be kept secret and must not be disclosed to any party unless Bidder and IIBF mutually agree in writing to the same. Bidder will not use the contents of this proposal to bid for any other contract. The IPR of the content will vest with IIBF and the bidder agrees to deliver the content to IIBF at the end of the contract period. The bidder has to sign a separate Non-Disclosure Agreement.

**23. Reservation of rights:**

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

**The Institute also reserves the right to cancel this RFP or go for a fresh one with or without any amendments without any liability or any obligations.**

**The decision of the Institute in selecting any bidder/s would be final and conclusive and the Institute shall not entertain any correspondence in this regard.**

Bidders are requested to offer the best competitive quotes, item wise (excluding taxes) as mentioned in Annexure-I. The technical and commercial proposals must be submitted in separate sealed envelopes. The envelopes should be duly superscribed by

**‘Proposal for Procurement of Cloud Based Document Management and workflow system**  
**Tender Ref No:- IT/CDM-WFS/2025-26’. (Technical-Information only)**

And

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**‘Proposal for Procurement of Cloud Based Document Management and workflow system**  
**Tender Ref No:- IT/CDM-WFS/2025-26’. (Commercial-Information only).**

Both the technical and commercial envelopes should be enclosed in a bigger single envelope by super scribing as “**Proposal for Procurement of Cloud Based Document Management and workflow Tender Ref No:- IT/CDM-WFS/2025-26’.**” and The proposals should be forwarded to the below given address:

**To,**  
**Chief Executive Officer**  
**Indian Institute of Banking & Finance**  
**2<sup>nd</sup> Floor, Tower – I,**  
**Commercial –II**  
**Kohinoor City,**  
**Kirol Road,**  
**Kurla - West**  
**Mumbai – 400 070.**

**24. Penalty for interruption in the services: -**

In case if any disruption occurs in hosting and maintenance services for a continuous period of 8 hours, IIBF at its discretion may impose a penalty of Rs.2000/- per day till resumption of the services.

The payment of the said penalty arises immediately on the failure of service provider to restore the proper services in question.

Notwithstanding any dispute/litigation between the service provider and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppage of hosting and maintenance services to IIBF for a continuous period of 48 hours; the service provider agrees without any demur to pay a penalty of Rs.20,000/- (Rupees Twenty Thousand only) to IIBF. The payment of the said penalty arises immediately on the failure of service provider to restore the proper services in question. In case if the bidder could not restore services after 48 hrs., the Institute may invoke the PBG at its discretion and the contract may also be liable for termination

Such a default on the part of service provider for whatsoever reasons in restoring the proper services to IIBF as aforementioned also tantamount to breach of these presents. Service provider agrees and understands that IIBF has nothing to do with the terms/ understanding/arrangement between the Service Provider & third party and IIBF is neither bound by any such arrangement nor any duty/obligation whatsoever flows from the said agreement/understanding.

If the response time of the DMS with workflow is more than 3 seconds, for a continuous period of 2 hours at any point in time, a penalty of Rs.200/- (Rupees Two Hundred only) may be levied for such block of non-performance till restoration of proper services.

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**Annexure – I**

**Commercial Template for one time setup/licensing charges, cloud Hosting and  
Maintaining the DMS & Work Flow (Item wise Price)**

**(i) One-time charges:**

<b>Sr.No</b>	<b>Particulars</b>	<b>Amount in Rs.</b>
<b>1</b>	<b>One time setup/Customization charges</b>	

**(ii) AMC charges on turnkey basis (for first 5 years plus 2 years):**

<b>Sr. No</b>	<b>Particulars</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>3rd Year</b>	<b>4th Year</b>	<b>5th Year</b>
<b>1</b>	<b>Total Cloud Hosting/Managing/ Maintenance of DMS with workflow</b>					
	<b>Total Charges (Per Annum)</b>					

**Note: Taxes Shall be extra**

**(iii) AMC charges on turnkey basis(for \*6<sup>th</sup> and \*7<sup>th</sup>Years):**

<b>Sr.No.</b>	<b>Particulars</b>	<b>*6th Year</b>	<b>*7th Year</b>
<b>1</b>	<b>Total Cloud Hosting/Managing/ Maintenance of DMS with workflow</b>		
	<b>Total Charges (Per Annum)</b>		

**Note: Taxes Shall be extra**

**(iv) Per Man Day Charges (for 5 plus 2 years):**

<b>Sr.No</b>	<b>Particular</b>	<b>Per man day charges</b>
<b>1</b>	<b>Change Request (per man day) if any changes required more than 7 days</b>	

**Note: Taxes Shall be extra**

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**ANNEXURE – II**

**PROJECT DETAILS**

- **Project Contacts (primary contact details):**

**IIBF**

Mr. Dattatreya G Hegde  
Deputy Director-Information Technology  
Indian Institute of Banking & Finance  
“Kohinoor City, Commercial II, Tower I,  
Second Floor, Kirol Road,  
Kurla - West  
Mumbai – 400 070.

**(Bidder Name) – Project Co-ordinator details)**

**Response Times**

(BIDDER NAME) Support target response times are determined for cases based on the assigned severity. All response times are measured from the time the problem report was received by (BIDDER NAME).

<b>Severity</b>	<b>Target Resolution Time for Standard Support</b>
Production Down	2 business hours (Mon-Fri) in one time zone
Critical	4 to -6 business hours (Mon-Fri) in one time zone
Minor	1 business day (Mon-Fri) in one time zone
Major	2 business days (Mon-Fri) in one time zone

In case of a production down scenario, (BIDDER NAME) would try to resolve the issue within the same day itself. In case we need more information about the issue, then it might take us more than one day to find a resolution to the problem. The time period required for the fix would depend on the complexity of the issue. In most cases it would not be more than a day, but in worse case scenarios the resolution time could run into 2-3 days.

The above response times are applicable based on the client's availability to provide the necessary information to the (BIDDER NAME) support staff. (BIDDER NAME) expect that the client would provide all information required by the support staff to resolve the issue amicably.

In some cases, end users might not provide the required information to the client's support team. In such cases the client's support staff might not be in a position to explain the issue with relevant details to the (BIDDER NAME) support personal. This might lead to a possible delay in the resolution of the problem.



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**ANNEXURE – III**

**(TO BE SUBMITTED ON THE COMPANY LETTER HEAD)**

**DECLARATION FORM**

I/We hereby solemnly declare and certify that I/We have read and understood all the terms and conditions of the RFP for “Procurement of Cloud based Document Management with Workflow System Including Hosting and Maintenance”. I/We agree to provide the support and services as per the clause mentioned in the RFP. It is also certified that the Firm / (BIDDER) are never been black listed by any agency. All the terms and conditions mentioned in this RFP have been understood and acceptable to us. We are submitting all the relevant documents duly filled in, signed, and stamped on each page.

Name in Block Letters:  
Designation:  
Place:  
Date

Signature  
Company Seal

**Annexure – IV**  
**Format of Service Agreement (Specimen)**

Service Agreement

Agreement entered this day of -----

BETWEEN

\_\_\_\_\_, a company registered under the provisions of The Companies Act, 1956 having its registered office at \_\_\_\_\_ through its authorized representative (hereinafter called \_\_\_\_\_ which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of ONE PART

AND

**Indian Institute of Banking & Finance**, (formerly The Indian Institute of Bankers) a company registered and incorporated under the Indian Companies Act, 1913, having its corporate office at Kohinoor City, Commercial II, Tower I, Second Floor, Kirod Road, Kurla–(West), Mumbai–400 070 hereinafter referred to as “IIBF” which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors in interest and permitted assigns of the OTHER PART herein jointly referred as parties.

**1. Recitals:**

(A) Whereas \_\_\_\_\_ is a Cloud Based DMS with WF system Service Provider and creates web-based products and hosts, manages and maintains the same in a cloud environment.

(B) And whereas IIBF is a professional body of banks, financial institutions and their employees in India.

(ii) IIBF had issued a Request for Proposal (RFP), Ref No: IT/CDM-WFS/2025-26 dated \_\_\_ August 2025 to select a Service Provider for Cloud Based Document Management with Work Flow System Including Hosting and Maintenance on a turnkey basis.

Bidder, pursuant to the terms of the RFP has agreed to Cloud Based Document Management with Work Flow System Including Hosting and Maintenance on a turnkey basis.

The RFP forms part and parcel of these presents and shall be referred to for giving effect to any of the terms/understanding or as the case may be.

\_\_\_\_\_ shall design, customize Document Management with Work flow System for the Institute and hosting & maintaining the same in a cloud environment on a turnkey basis as per the broad scope of the work mentioned in the said RFP during the currency of this agreement on the terms and conditions set out below, for the price to be paid by IIBF in respect thereof.

IIBF and \_\_\_\_\_ hereto have decided to enter into an agreement, being these presents, setting out the terms and conditions on which

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\_\_\_\_\_ would provide their services as defined in the RFP and more particularly described in an order letter dated \_\_\_\_\_ 2025 accompanying hereto forming part and parcel of this Agreement. The order letter and the RFP are annexed as Annexure – I, Annexure-II and Annexure-III respectively to this agreement.

## **2.Definitions:**

In this Agreement, the following words and expressions shall have the following meanings.

2.1 Acceptance: Acceptance by IIBF includes the deliverables that conform to the SRS (Systems Requirement Specification Documents), DSD (Design Specification Documents, and FSD (Functional Specification Document) prepared during different stages of the project as hereinafter defined. Signature/s by IIBF or its authorized representative/s on the said documents as from time to time above imply consensus and acceptance of content of the deliverables by IIBF.

2.2 Systems Requirements Specifications Document (SRS): This refers to a structured collection of information/business areas from user depts. which is useful for designing and development of DMS with WF systems. This also refers to what software does and how it will perform as a system. SRS also covers functional and nonfunctional requirements that a software system requires.

2.3 Design specification document (DSD):

A design specification document covers the following aspects of software solutions.

(i) The functionality of the software and its specification, (ii) The timeline and goals of the project (iii) the systems architecture (iv) details of design patterns (v) adoption of optimal design patterns. The DSD also specifies the deliverables in terms of instructional design, visual design, navigational elements, communication design inclusive of icon design, element design and outline of text, illustrations, photographs, videos, animation, charts, graphs and formulas etc.,

2.4 Functional specification document (FSD)

The functional specification document (FSD) outlines how a software system or component will function once it is developed in terms of (i) what it does from the user dept., point of view and its capabilities, how it looks like and how it interacts between different users. The FSD also refers the inputs of the systems the expected outputs, the control logic, how the data handled and stored in a secured manner. The FSD also covers the use cases, process flows, diagrams, and mock-ups. The FSD also provides the guidelines and reference points for developers as they write code. FSD acts a communication tool between designers, developers, and stakeholders of the project. The FSD offers a collaborative mechanism for entire project team including UI/UX designers. The FSD also identifies the potential risks and bottlenecks that may be faced in the development process. It helps to earmark the milestones in the project with each leg of development.

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2.5 Bug Fix: Means any trouble shooting, patch application, error corrections in the cloud Based DMS with WF systems that corrects an Error and/or improves the performance of entire system without addition of any new functionality.

2.6 Client supplied content (CSC): This refers to the content supplied by IIBF to \_\_\_\_\_ for utilizing in the Products including but not limited to textual and other material, content manuals, unedited media, video clips, video elements, tools for product development, and for mapping keyboards etc.

2.7 Project Co-Ordinator: This refers to a single point contact appointed by IIBF to co-ordinate the entire project on behalf of the Institute.

2.8 Permitted Users: means IIBF employees, agents, customers and its representatives.

2.9 Price: Shall have the meaning as set forth in this agreement.

2.10 Upgrade: This means any update, upgrade, patch, new version or other modification to the cloud based DMS with WF systems that add new functionalities.

2.11 Working Day: A working day shall be any day other than a Sunday or official bank holiday in India. However, in case of any exigency if Institute is working on Sunday or holidays then it will be deemed as a working day.

**3. Commencement of the Agreement:**

This Agreement shall come into effect from \_\_\_\_\_ 2025 and shall be in force till such period, which covers (i) one-time project development period from the said date and (ii) 05 years of AMC towards hosting and managing DMS with WF system in a cloud . However, the actual date of commencement of AMC services shall be determined after going live of the project. These dates shall be mutually decided by exchanging an addendum to the contract which shall form part and parcel of this agreement. The AMC period shall be reckoned after going to live of the project and shall be valid for 05 years thereafter. Further, IIBF reserves the right to extend the contract for two more years, after reviewing the performance, one year at a time on the same terms and conditions as the original agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

**4. The Broad Scope of the assignment is as under:**

The scope includes design, development, deployment and hosting of cloud-based document management system (DMS) with workflow by integrating with the existing application such as Ms-Office-365. The scope also includes migration of existing scanned copies of documents with proper indexing. Further, the identified service provider has to arrange training for end-users of various departments of the Institute as part of the scope.

The Institute intends to create an integrated platform for DMS with workflow covering key business functions of various departments such as Examinations, Membership (MSS), Academics, Training, Accounts/Compliance cell, HR & Administration, Information

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Technology, Corporate Development Cell and five Professional development centers located at New Delhi, Chennai, Kolkata, Mumbai and Guwahati. \_\_\_\_\_ has to make provision for providing the solution at newly going to be opened PDC's located at Lucknow and Bangalore. The project is also aimed to establish a Centralized Document Repository to store and route documents electronically. This would help the Institute to reduce paper-based work to achieve the objective of Paperless Office. The DMS with workflow should help to improve productivity and provide a unified platform for end users to transact with each other among inter/intra departments of existing or upcoming IT systems.

The \_\_\_\_\_ would be required to provide end to end DMS with workflow solution services including digitization, indexing, metadata entry, DMS, digital storage etc. The solution offered must be scalable to cater to the following requirements: -

- To build a robust, user friendly and secured electronic/digitized repository from the current paper-based filing systems & integrate the same with other application systems of the Institute.
- To ensure security of documents by implementing a robust mechanism of multi-level access control and audit trails with appropriate security measures.
- To monitor the history of changes in the document and track use of the documents.
- To store and route documents electronically and reduce paper-based work to achieve green business practice with near paperless office.
- To establish a centralized content / document repository comprising of all the relevant documents of IIBF in a soft form.
- To provide business continuity by ensuring availability of important documents through DMS and create a back-up to the paper-based documents to serve as a Disaster Recovery system; in the event of any disaster occurs.
- To enable easy availability of soft copies of documents received in paper-form from outside/within IIBF in the DMS system by scanning or uploading as a softcopy.

**1. DMS should include the following modules:**

- a. Correspondence/DAK Management
- b. Document Management
- c. File Management
- d. Workflow Management
- e. Office Note Management
- f. Committee & Meeting Management

**2. Software for Application Server, Middleware (if required) etc.**

- The back-end including the server side programs and database must be hosted in a cloud based tier III or higher level data centre. \_\_\_\_\_ should own the data centre for hosting back-end of the DMS & Work Flow. In case a \_\_\_\_\_ do not own data centre, \_\_\_\_\_ has to enter into an agreement with \_\_\_\_\_ ISP holding a valid audit certificate in respect of its data centre for a period of 5 years from the date of hosting and to be extendable for 2 more years on yearly basis at a time on the same terms and conditions as the original agreement. A copy of the valid agreement from the ISP must be submitted to the Institute after receipt of the order letter. In case the

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\_\_\_\_\_ fails to submit the copy of the said agreement, the order shall stand cancelled and EMD will be forfeited.

- \_\_\_\_\_ must take care of the existing linkages of third party also. The \_\_\_\_\_ must take care new linkages that may be required to be handled in future too.
- The \_\_\_\_\_ must take care of proper sizing of hardware, software, and bandwidth as mentioned in this agreement under Cloud Hosting and Management.
- The DMS with workflow must have the capability to capture and maintain a Audit trails and audit logs

### **3. Operational Mechanism of the DMS & Work Flow:**

#### **3.1 Document Management Services (DMS):**

The document Management System should help the Institute to scan old documents and create catalogues to be accessible as and when required by various depts. of the Institute. This includes scanning of old office notes, accounts journals, ledgers, minutes of meetings, payment vouchers etc. \_\_\_\_\_ need to arrange for uploading of old documents on the DMS platform and should do a proper indexing to facilitate a search with keywords, content, document name etc.

#### **3.2 Work-flow services:**

Internal notes get initiated by inter departments and the same to be forwarded to next hierarchy within a department or intra departments. Once a note is approved it should be filed in a cabinet/folder. An approved note should be only retrievable department concerned in future without any tampering.

For example, the following indicative workflow items should be generated from the DMS with workflow system: -

- Agenda of the meetings
- Minutes of the meetings
- Internal and external notes for approval
- Payment approval notes
- Preparation of the purchase order in a prescribed template and sending it to third party or within departments
- Storing a scanned copy of the signed agreements
- Linking of approval payment notes with payment vouchers
- Various kind of reports/MIS/Statistics
- Field visit reports
- Tour Planner and reports
- Council meeting notes
- Executive Committee/IT Committee/Exam Committee etc. note
- Department wise correspondence notes for internal or external parties for approval
- Exam Unfair Notes and letters

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- Various other notes and documents

(Note:- few of the document notes need to be imbedded with digital signature of scanned specimen signature in to solutions)

However, the final list of workflow items shall be finalized after the requirement gathering from all the departments and finalization of the SRS. Based on the requirements the \_\_\_\_\_ has to customize/design and develop as per the SRS finalized.

Addition to the workflow items the said office circulars would be put up to competent authority and the same gets approved. The approved circulars are forwarded to the employees or concerned group for information within the organization.

Payment notes are put up by respective departments as per hierarchy. Once the notes get approved the same need to be forwarded to the accounts department for payments. Once payments are made the notes to be filed in a tamper proof cabinet. If any comments/noting/remark should form part and parcel of the documents and they should be retained along with the documents.

**5. Cloud Hosting, Management and Security:**

- The Initial signing of storage shall be 5TB to begin with. Subsequently the incremental resources in terms of Storage, RAM, Processor, Bandwidth etc. should be covered within Annual Maintenance charges.
- Cloud environment and solution should be protected from all kinds of security threats such as existing viruses, malwares, spywares, Trojans etc. The website should also be protected from any threats that may arise in future, including various kinds of hacking, DDoS attacks, SQL Injection etc. The \_\_\_\_\_ should also monitor the traffic entering or leaving the network. The \_\_\_\_\_ should configure the entire hosting environment with appropriate security tools such as firewalls, intrusion detection systems (IDS), network segmentation, anti-malware tools, and Zero-trust Network Access (ZTNA) etc., to ensure the entire hosting environment tamper proof.
- The \_\_\_\_\_ must submit a “Safe to Host” certificate before commissioning the hosting. Subsequently, the \_\_\_\_\_ must renew the certificate on a yearly basis and submit the same to the Institute during the entire contract period.
- The solution hosted on cloud must be SaaS based and accessible at anywhere and anytime in a seamless manner. Further, it should be secured by 128-bit SSL or higher encryption at client end, server end and during the transmission of data. All Service end points exposed to internet or internal systems shall be secured with 128 bits SSL or Latest version (Secure Socket Layer)/TLS (Transport Layer Security).
- The \_\_\_\_\_ should ensure that the data should not be leaked or stolen by any unauthorized access. This should be taken care of by deploying appropriate encryption techniques (at rest and during transit). Further, strict access controls, data loss prevention (DLP) mechanisms should be put in place to prevent the data loss. (To prevent ransomware infections).

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- The \_\_\_\_\_ must carry out Vulnerability Assessment and Penetration Testing regularly (VAPT), with the help of IS Auditor who is empaneled by authorities such as Cert-in etc.,
- All system-level software such as servers, databases, application servers, web servers, SVN servers must be taken care of by the \_\_\_\_\_. All kinds of enterprise software licenses including ATS should be procured by the bidder, and the Institute shall not pay any extra amount towards such licenses.

## **6. Backup and Restore Services**

\_\_\_\_\_ must take full backup of entire data including all the attachments once in a week and an incremental backup on a daily basis. One copy of the backup must be provided to IIBF quarterly basis on external hard drive. The hardware for the backup should be arranged and taken care by the \_\_\_\_\_ itself. The \_\_\_\_\_ must retain entire data of the Institute for 5 years. Further, if the contract is extended for 2 more years then the data must be retained for 7 years.

The back-up copy should be restorable as and when required by the Institute. \_\_\_\_\_ has to auto trigger to Institute about the log maintenance of backups, status of backups and real time monitoring of the backups on a regular basis. \_\_\_\_\_ has to manage backup media by testing, tagging, cross-referencing, storing, logging in fireproof cabinets at offsite location.

## **7. System Acceptance Testing:**

The \_\_\_\_\_ has to release UAT for all customized modules, test them to the satisfaction of user departments and implement the same. Unsatisfactory performance of the cloud based solution may result in rejection of part or whole during acceptance testing. Acceptance test will end when the performance of the DMS & Work flow meets the functional & technical specifications at IIBF site. It should meet the performance requirements as mentioned under infrastructure sizing, interfaces, MIS etc ...

At the end of the successful completion of an acceptance test, a sign-off will be given to the DMS & Work Flow. After completion of sign-off, the DMS & Work Flow should be made available to Institute's staff members for accessing and using the same. The successful \_\_\_\_\_ must test the back-end of the DMS & Work Flow with similar volumes mentioned in Clause 14 of this RFP.



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**8. Training:**

**8.1 \_\_\_\_\_ shall organize a user training as follows:**

- A onsite training should be provided to the all the staff members of the Institute. The training should cover the operational aspects of the DMS & Work Flow, after successful commencement of the same.
- \_\_\_\_\_ shall provide the training documentation to each participant (hardcopy and softcopy). Document should give illustration for each type of module / activity with probable issues and action steps in the DMS & Work Flow.

**8.2 User training should cover the following:**

- e) Features / Functionality available in the DMS & Work Flow
- f) Parameterization in the in the DMS and Work Flow
- g) Background process of DMS & Work Flow
- h) Admin module of CMS and the necessary Reports

**9. Infrastructure Sizing**

The \_\_\_\_\_ must deploy optimal infrastructure such as Hardware, Operating System, Database, Middleware etc. keeping in view the current requirements and extrapolate the same during the period of contract for 5 years. further, if the services found to be satisfactory then Institute may extend the service for another 2 years on yearly basis.

The host-end should be adequately safe guarded with the best security measures possible. The hosting environment must be audited on a regular basis by a certified security auditor and the audit report should be submitted to the Institute once in a 6 months. The Institute will depute a system security auditor to audit the hosting system on a regular basis.

The host-end system should be capable of keeping the data for 5 years further, if the services found to be satisfactory then the Institute may extend the service for another 2 years on yearly basis. Then the data need be retained for 7 years

During the contract period, at any stage if it is found that the solution deployed by \_\_\_\_\_ does not match with the requisite performance response time of less than 3 seconds as per sizing parameters, then the \_\_\_\_\_ shall have to upscale the hardware/ software without any additional cost to the Institute.

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**10. Project Schedule:**

The \_\_\_\_\_ should design, develop and commission the cloud based DMS & Work Flow within 3 months' time from the date of issue of work order as time is the essence of the contract.

The project shall be under AMC (Annual Maintenance Contract) after go live of the project.

The tenure of the contract will be for a period of 5 years from the date of commissioning of the DMS & Work Flow along with back-end and Institute reserves the rights to extend the contract for another 2 more years if the performance founds to be satisfactory.

**11. Other Terms and Conditions: -**

- The \_\_\_\_\_ will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager should make on-site decisions regarding the scope of the work and any changes required therein.
- The \_\_\_\_\_ shall provide all reference manuals, booklets, e-books and other materials required for the effective maintenance of the systems. (print copy 3 number and a softcopy)
- The service provider must customize all gaps observed in the following stages of DMS & Work Flow maintenance contract.
  - UAT and
  - Implementation.
- The \_\_\_\_\_ will be responsible to provide complete documentation of the solution which includes but not limited to the following:
  - Provide high-level solution architecture describing the DMS & Work Flow architecture, used components, frameworks, technologies, backend architecture and integration architecture with backend systems.
  - Detailed Architectural Design, including fail over methodology/ strategy at both Primary & DR Site.
  - Maintenance Documents.
  - Provide low-level technical architecture describing connectivity, high availability and security.
  - Provide the list of deliverables for the System Implementation including the needed documentation.
  - User and technical Manuals; including Error Messages, their meanings and action steps
- Post implementation of the DMS & Work Flow the \_\_\_\_\_ shall provide a support service to the Institute as and when required.

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- \_\_\_\_\_ shall be responsible for knowledge transfer to the incoming \_\_\_\_\_ as and when required by IIBF
- At any point in time the \_\_\_\_\_ must provide entire dump of the DMS & Work Flow migration of databases and help the incoming \_\_\_\_\_ to restore the same seamlessly at the new site. The performance guarantees and any final payments payable to the outgoing service provider will be released only after smooth porting of the new DMS & Work Flow. This shall include amongst others, system walkthrough and hands on support for minimum of 4 weeks to incoming vendor.
- Any changes in the business logic affecting the existing applications must be covered under maintenance charges.
- For any new development that may require in the DMS & Work Flow which may take seven man days or less such changes should be covered under maintenance without any additional cost to the Institute.
- For development of any new features in the DMS & Work Flow that takes more than seven man days, the charges will be paid on per man day basis. The per man day charges must be quoted as per price defined

**12. Cost and duration of the Project:**

Initially the contract is awarded for 05 years excluding the time taken for one-time development after going live. The AMC of the contract shall commence after going live of the project. The exact date of commencement of the AMC period shall be mutually determined by exchanging and addendum to the contract which shall form part and parcel of this agreement.

The tenure of the contract will be for a period of 5 years from the date of commissioning of the DMS & Work Flow along with back-end and Institute reserves the rights to extend the contract for another 2 more years if the performance founds to be satisfactory.

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**(i) One-time charges:**

<b><u>Sr.No</u></b>	<b><u>Particulars</u></b>	<b><u>Amount in Rs.</u></b>
1	One time setup/Customization charges	

**(ii) AMC charges on turnkey basis (for first 5 years plus 2 years):**

<b><u>Sr. No</u></b>	<b><u>Particulars</u></b>	<b><u>1st Year</u></b>	<b><u>2nd Year</u></b>	<b><u>3rd Year</u></b>	<b><u>4th Year</u></b>	<b><u>5th Year</u></b>
1	Total Cloud Hosting/Managing/Maintenance of DMS with workflow					
	Total Charges (Per Annum)					

**Note: Taxes Shall be extra**

**(iii) AMC charges on turnkey basis(for \*6<sup>th</sup> and \*7<sup>th</sup>Years):**

<b><u>Sr.No.</u></b>	<b><u>Particulars</u></b>	<b><u>*6th Year</u></b>	<b><u>*7th Year</u></b>
1	Total Cloud Hosting/Managing/Maintenance of DMS with workflow		
	Total Charges (Per Annum)		

**Note: Taxes Shall be extra**

**(iv) Per Man Day Charges (for 5 plus 2 years):**

<b><u>Sr.No</u></b>	<b><u>Particular</u></b>	<b><u>Per man day charges</u></b>
1	Change Request (per man day) if any changes required more than 7 days	

**Note: Taxes Shall be extra**

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**13. Performance Bank Guarantee (PBG):**

The successful \_\_\_\_\_ shall furnish the performance security that of 10% of total project cost (TCO) (Including one time setup charges) of DMS & Work Flow for 5 years plus 6 months in the form of Performance Bank Guarantee issued by any Commercial Bank in India. Thereafter if the services found to be satisfactory, Institute may extend the contract for another 2 more years, the \_\_\_\_\_ need to extend the Bank guarantee for total cost of ownership (TCO) on for 6th and 7th year.

In case the \_\_\_\_\_ does not want to continue with the project after 5 years, the Institute reserves the right to invoke the PBG at its discretion.

The PBG may also invoked any time of the discretion of Institute, if the services of the \_\_\_\_\_ are not found to be satisfactory

The first bank guarantee should be submitted before signing the service level agreement and NDA.

**14. Payment Schedule:**

**i) One Time Setup Charges:**

The payment in respect of one time setup charges will be made as given below.

<b>Milestones for payment</b>	<b>% of one time setup charges</b>
<b>After completion of requirement gathering and submission functional flow document</b>	<b>10%</b>
<b>Sing-off of User Acceptance Testing after commencement of hosting</b>	<b>80%</b>
<b>After one year of Performance warranty</b>	<b>10%</b>

**Note:- payment shall be released only after submission of PBG and sign off of the agreement.**

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**(ii) On Account of AMC:**

**Payment on account of AMC will be made at the end of each quarter of the calendar year which will be equal to 25% of yearly AMC charges.**

**15. Penalty for interruption in the services: -**

In case if any disruption occurs in hosting and maintenance services for a continuous period of 8 hours, IIBF at its discretion may impose a penalty of Rs.2000/- per day till resumption of the services.

The payment of the said penalty arises immediately on the failure of service provider to restore the proper services in question.

Notwithstanding any dispute/litigation between the service provider and the third party in connection with the arrangement/understanding for whatsoever reasons leading to disruption/deficiency/stoppage of hosting and maintenance services to IIBF for a continuous period of 48 hours; the service provider agrees without any demur to pay a penalty of Rs.20,000/- (Rupees Twenty Thousand only) to IIBF. The payment of the said penalty arises immediately on the failure of service provider to restore the proper services in question. In case if the \_\_\_\_\_ could not restore services after 48 hrs., the Institute may invoke the PBG at its discretion and the contract may also be liable for termination

Such a default on the part of service provider for whatsoever reasons in restoring the proper services to IIBF as aforementioned also tantamount to breach of these presents. Service provider agrees and understands that IIBF has nothing to do with the terms/ understanding/arrangement between the Service Provider & third party and IIBF is neither bound by any such arrangement nor any duty/obligation whatsoever flows from the said agreement/understanding.

If the response time of the DMS with workflow is more than 3 seconds, for a continuous period of 2 hours at any point in time, a penalty of Rs.200/- (Rupees Two Hundred only) may be levied for such block of non-performance till restoration of proper services.

**16. Deliverables and Acceptance Criteria**

The acceptance criteria for each phase shall be based on the completion of milestones and deliverables accepted by the IIBF.

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**17. Site Dump:**

The \_\_\_\_\_ must supply the back up of entire back-end dump at the end of each quarter. The back-end dump has to be restorable and has to work seamlessly after such restoration. The \_\_\_\_\_ should further note that the hosting and backup to be taken care by themselves and no hardware, software, networking and security infrastructure shall be provided by the Institute for such activity.

**18. Confidentiality of Information:**

(a) The parties (IIBF and Bidder) hereto agree to keep in confidence all information relating to or acquired from the other in connection with the performance of this agreement, including, but not limited to, the deliverables, SRS, DSD, FSD and any other content supplied by IIBF.

(b) Each party agrees that it will not publish, communicate, divulge, disclose or use any information described in Section 24.a except for the purpose of furthering the performance of their duties connected thereto. In the event of a breach or threatened breach of the provisions of this Section 24. (b), the non-breaching party shall be entitled to an injunction restraining the breaching party from disclosing or using, as whole or in part, such confidential information. Nothing herein should be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

(c) The parties hereto agree that they will reveal such confidential information only to those of their officers and employees who, in their reasonable judgment, have a need to know such confidential information for the intended purposes.

(d) The parties hereto also agree that the confidential information described in Section 24. (b) shall not include the following:

- (i) Information that is or becomes generally known to the public other than as a result of a breach of this clause.
- (ii) Information disclosed to either party by an independent third party without any obligation of confidentiality.
- (iii) Information developed independently by either party, which is unrelated to the deliverables or information, which is trivial or obvious.
- (iv) These obligations of confidence shall survive for a period of one year after termination of this agreement including any extension period, unless otherwise mutually agreed by the parties.

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**19. Non-Disclosure:**

The contents of the proposal and all the project outputs must be kept secret and must not be disclosed to any party unless \_\_\_\_\_ and IIBF mutually agree in writing to the same. \_\_\_\_\_ will not use the contents of this proposal to bid for any other contract. The IPR of the content will vest with IIBF and the \_\_\_\_\_ agrees to deliver the content to IIBF at the end of the contract period. The \_\_\_\_\_ has to sign a separate Non-Disclosure Agreement.

**20. Return of Materials:**

Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded. In the event it is not feasible or reasonable to return such material the receiving party should destroy the same and certify such destruction in writing to the disclosing party.

**21. Intellectual Property Rights:**

On payment of all sums payable to the \_\_\_\_\_ under this agreement all intellectual property rights, authorship rights and all other rights of whatsoever in nature shall vest in and shall remain vested in IIBF. All and any SSD storages and/or pen drives and/or hard-disks and/or any other media (together with all and any copies thereof) for inclusion in the deliverables will be returned to IIBF by \_\_\_\_\_ immediately after going live of the project.

**22. Indemnity:**

The hosting and maintenance of the DMS & Work Flow will not result in any breach or violations or infringement of any trademark, trade secret or copyright of any third party. It is clearly understood that the Service Provider shall take reasonable care to ensure that there is no violation or infringement of any trade secret, trademark, and copyright of any third party. Service Provider will indemnify the client during the term of this agreement against any such breach, violation or infringement of trade secret, trademark or copyright of any third party.

In any case, the liability of the parties towards each other's shall not exceed the cost or charges or amount received by them in the present project in addition to penalties mentioned in clauses 15 of this project.



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**23. Responsibility of IIBF:**

IIBF shall be responsible for:

- Providing a detailed brief, including information to be hosted.
- review of DMS & Work Flow content , its structure, , and of the program at development milestones
- Providing outlines for branding and artwork.

**24. Project Co-Ordinator:**

IIBF is entitled to appoint its own project coordinator hereinafter referred to as coordinator to oversee the progress of the work and inspect the workmanship and such other duties as may be entrusted to him by IIBF.

IIBF is responsible for defining the role and responsibilities of the Project Co-Ordinator. The client shall be wholly responsible for such Project Co-ordinator's fees, travel expenses, and lodging. The details of the project coordinator from IIBF side are as under:

Mr.Dattatreya Hegde

Dy.Director(IT) IIBF, Corporate Office,

2<sup>nd</sup> Floor, Tower-I, Commercial – II Kiroli Road, Kohinoor City,

Kurla-West, Mumbai-400070

Mr.Dattatreya Hegde shall be acting as project coordinator till go live of the project. Every instructions/communication made with/by Mr.Dattatreya Hegde will be deemed to be official communication with IIBF with regard to project schedule and progress.

IIBF may change their project coordinator by serving 30\_days' notice to BIDDER.

The Project Co-ordinator may issue written instructions, details, directions and explanations to the Service Provider relating to: (i)Variation and / or modification of the scope of the work (ii)Amending and correcting defects (iii) Any other matters involving the products

**25. Promotional material:**

Subject to obtaining prior approval from IIBF, \_\_\_\_\_may provide references and demonstrate the product to potential clients as promotional material and

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undertakes to acknowledge IIBF as being the commissioning organization for development of the product. \_\_\_\_\_ ensures IIBF for protection of its confidential information whilst providing such demonstrations.

**26. Modification:**

This agreement embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties.

**27. Effectiveness of Agreement:**

This agreement is effective as mentioned in clause 3 of this agreement and unless and until terminated earlier in accordance with the terms of this agreement.

**28. Termination of the contract:**

28.1 Both the parties can terminate the contract by giving three months' notice in writing:

In the event of \_\_\_\_\_ choosing to terminate the contract without any reasonable cause and/ or failure on his part to perform the contract in full or in part, IIBF reserves the right to invoke performance bank guarantee and/or take such other steps as deemed necessary.

IIBF may at its discretion terminate the contract if it is found that the services rendered by \_\_\_\_\_ are not satisfactory and may invoke a performance guarantee and other such penalties that may be mutually agreed upon in addition to the penalties mentioned in.

28.2 Either party shall also be entitled to terminate this agreement by giving written notice to the other to take effect as specified in the notice if:

28.2.1 The other becomes insolvent or a receiver is appointed over any of such other party's property or assets.

28.2.2 The other goes into liquidation, except for the purposes of amalgamation or restructuring and the company resulting there from effectively agrees to be bound by or assume the obligations imposed on such other under this agreement.

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28.2.3 The other ceases or threatens to cease to carry on business.

28.2.4 Provided that, IIBF shall provide an opportunity to \_\_\_\_\_ before invoking such performance bank guarantee.

**29. Force Majeure:**

Neither party shall be in default under this agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government laws or regulations, war or any other cause beyond its own control and without its fault or negligence.

**30. Governing Law and dispute resolution:**

(a)The Agreement is governed by the laws of India and in the event of dispute arising there from, only the Courts in Mumbai, Maharashtra alone have jurisdiction to try and entertain the dispute Resolution. In the event of any dispute or difference arising out of or relating to this agreement or the breach thereof, the parties hereto shall do their best endeavors to settle such disputes or differences. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactorily to both the parties.

**(b). Arbitration**

Both the parties will endeavor to settle the dispute by negotiations and settlement. If the negotiations fails, the aggrieved party may invoke the arbitration clause by sending notice to the other party. Both the parties will mutually appoint sole arbitrator in such a case.

Arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the venue of arbitration shall be Mumbai. Both the parties will bear their own cost of litigation.

**31. Service of Notice:**

All notices, requests, consents, demands and communications provided for by this Agreement shall be in writing and shall (unless otherwise specifically provided herein) be deemed given when mailed via airmail, by registered or certified mail, or by an international fast courier addressed to the address of the parties as provided in this Section

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As to

**(Vendor Name),**

**(Vendor Address)**

As to

**Indian Institute Banking & Finance**

Chief Executive Officer

Kohinoor City, Commercial II, Tower I, Second Floor, Kiroli Road, Kurla – West,

Mumbai – 400 070.

**32. Construction:**

The article headings in this Agreement are provided for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

**33. References to Clauses and Annexures:**

The references to Clauses and Annexures refer to the Clauses of and Annexures attached to this Agreement. Words and expressions in the Annexures shall (save where the context otherwise requires) have the same meaning throughout this Agreement.

**34. Consensus:**

The parties acknowledge that they have read this Agreement and its Annexures, understand them and agree to be bound by their terms and conditions and further agree that this Agreement and its Annexures are the complete and exclusive state of the agreement between the parties, superseding all prior proposals or other agreements, oral or written and all other communications relating to this project.

**35. Counterparts:**

This Agreement may be executed in two (2) counterparts, both of which shall be considered as one and the same agreement and each of which shall be deemed as an original.

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**36. Waiver:**

The failure of either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**37. Rights and Remedies Cumulative:**

All rights and remedies available to either of the parties under the terms of this Agreement or under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to it.

**38. Non- Solicitation**

During the period of this agreement, both parties agree to refrain from soliciting or employing or engaging in any capacity, directly or indirectly, any employee of the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and the year first above written.

For IIBF		For (Vendor Name)	
Signature		Signature	
Name		Name	
Designation		Designation	
Date		Date	
Place		Place	
Seal of the IIBF		Seal of Vendor	

In the presence of witnesses: -

1]

2]

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**Non-Disclosure Agreement**

This **Non-Disclosure Agreement** (“**Agreement**”) is made and executed at \_\_\_\_\_ on the \_\_\_\_\_ 2025, by and between:

**(Vendor Name)**, a company registered under the provisions of The Companies Act, 1956 having its registered office at (Vendor Address) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART;

AND

**Indian Institute of Banking & Finance**, a company registered and incorporated under the Indian Companies Act, 1913, established and existing under the laws of India having its corporate office registered address at Kohinoor City, Commercial II, Tower I, Second Floor, Kirol Road, Kurla–(West), Mumbai– 400 070 through its authorized representative (**hereinafter referred to as IIBF**) (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

The party disclosing Confidential Information shall be known as ‘Disclosing Party’ and the party receiving such Confidential Information will be the ‘Receiving Party’.

WHEREAS, IIBF has issued an order letter to \_\_\_\_\_ for Procurement of Cloud Based Document Management and Work Flow System Including Hosting and Maintenance on a turnkey basis.

WHEREAS \_\_\_\_\_ is into the business of providing cloud services and other allied software related services and sales and IIBF is into the business of providing education to banking & financial professionals in the country through training, education and consultancy. Both the parties are working together to serve customer for the Procurement of Cloud Based Document Management and Work Flow System Including Hosting and Maintenance on a turnkey basis. Which is explicitly mentioned in the accompanying agreement. Further to that, both the parties recognize that in the course of their business Purpose, it may become necessary for both the parties to disclose Confidential Information (as defined below) orally and/or in writing. Both parties intend that any Confidential Information disclosed by the Disclosing Party shall be used by the Receiving Party only to further the Business Purpose. Further, both parties intend that any Confidential Information disclosed shall be protected from further disclosure by the terms of this Agreement.

NOW, THEREFORE, in consideration of the discussions and sharing of information between the parties, and the premises, conditions, covenants and warranties herein contained, the parties agree as follows:

**PROCUREMENT OF CLOUD BASED DOCUMENT MANAGEMENT AND WORKFLOW SYSTEM**  
**INCLUDING HOSTING AND MAINTENANCE.**  
**Tender: Ref No:- IT/CDM-WFS/2025-26**

**1. DEFINITIONS:**

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) “**Confidential Information**” shall mean any and all non-public information, (other than information in published form or that which is expressly designated by the **Disclosing Party** as “NON-CONFIDENTIAL”), which is directly or indirectly disclosed to the **Receiving Party** or comes to the **Receiving Party’s** knowledge in the course of the contact and communication for the purpose of this Agreement, regardless of the form in which it is disclosed. “**Confidential Information**” includes without limitation, any information in tangible or intangible form, know-how, data, process, technique, design, drawing, program, formula or test data, trade secret, prices, techniques, algorithm, computer program (source and object code), relating to work in process relating to the **Disclosing Party**, and customer and its present or future products, services- whether in oral, written, graphic or electronic form, or any document, diagram, drawing, computer program, or other communication, and information received from others that **Disclosing Party** is obligated to treat as confidential, in each such case, which is obtained by the **Receiving Party** from or disclosed by the **Disclosing Party** and:
- (i) is disclosed in tangible or electronic form and conspicuously marked “confidential”; or
  - (ii) is disclosed orally or visually by the **Disclosing Party** and is identified as confidential at the time of disclosure and a summary of such disclosure is identified in writing as confidential within thirty (30) days after said disclosure; or
  - (iii) is, under the circumstances surrounding the disclosure, reasonably intended by the parties to be treated as confidential.

This Agreement shall apply to all Confidential Information disclosed by the Disclosing Party to the Receiving Party.

**2. OBLIGATION REGARDING CONFIDENTIAL INFORMATION:**

**2.1. Receiving Party agrees:**

- (a) to hold the Disclosing Party’s Confidential Information in strict confidence.
- (b) to exercise utmost care and caution in protecting the Disclosing Party’s Confidential Information from disclosure as the party uses with regard to its own Confidential Information.

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- (c) not to disclose such Confidential Information to third parties (including consultants or third-party contractors) without the express written consent of the Disclosing Party.
  - (d) not to use, copy or summarize any Confidential Information except for the Business Purpose; and
  - (e) refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- 2.2. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order or if it is required to be disclosed under any law or relevant regulation.
- 2.3. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and/or its employees, consultants or contractors, and will cooperate with Disclosing Party in every reasonable way to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use or disclosure.

**3. DISCLOSURE ON NEED-TO-KNOW BASIS:**

The Receiving Party may disclose the Disclosing Party's Confidential Information to its responsible employees, advisors and directors (collectively the **"Representatives"**) with a *Bonafide* need to know, but only to the extent necessary to carry out the Business Purpose. The Receiving Party agrees to instruct all the Representatives not to disclose such Confidential Information to third parties (including consultants or contractors) without the prior written permission of the Disclosing Party, which shall not be unreasonably withheld. Any Representative (or consultant or contractor if permitted under Section 3 above) of the Receiving Party to whom Confidential Information of the Disclosing Party is disclosed shall be bound by a contractual obligation to maintain the confidentiality of such information in the manner contemplated by this Agreement.

**4. NON-CONFIDENTIAL INFORMATION:**

Confidential information shall not include information which:

- (a) is now or hereafter becomes, through no act or omission on the part of the Receiving Party, generally known or available within the applicable industry, or now or



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hereafter enters the public domain through no act or omission on the part of the Receiving Party.

- (b) was acquired by or in possession of the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure.
- (c) is hereafter rightfully furnished to the Receiving Party by a third party, without restriction as to use or disclosure.
- (d) is information which the Receiving Party can document was independently developed by the Receiving Party; or
- (e) is disclosed with the prior written consent of the Disclosing Party.

**5. REMOVAL OF CONFIDENTIAL MATERIALS:**

The Receiving Party agrees not to remove any materials or tangible items containing any of the Disclosing Party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's consent. Each party agrees to comply with any and all terms and conditions that the Disclosing Party imposes upon the Receiving Party with respect to such materials or items, including without limitation that the removed materials or items must be returned by a certain date, and that no copies of the removed materials or items are to be made.

**6. RETURN OF CONFIDENTIAL INFORMATION:**

Upon the termination of this Agreement or upon request at any time by the Disclosing Party, the Receiving Party agrees to promptly return to the Disclosing Party all originals, copies, reproductions and summaries of Confidential Information of the Disclosing Party and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify in writing the destruction of same.

**7. INTELLECTUAL PROPERTY:**

The Receiving Party acknowledges that:

The Confidential Information of the Disclosing Party constitutes valuable and proprietary information of the Disclosing Party; and nothing in this Agreement shall be deemed to convey to the Receiving Party any right, title or interest in or to the Confidential Information of the Disclosing Party, other than permission to use the Confidential Information of the Disclosing Party in accordance with this Agreement.

**8. NO GRANT OF RIGHTS:**

All Confidential Information is and shall remain the property of the Disclosing Party and its affiliates/associates. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the Receiving Party, by license or

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otherwise, to or under any patents, copyrights, trademarks, or trade secret information except as specified in this Agreement. All Confidential Information is provided “AS IS” without of any kind, and the Receiving Party agrees that the Disclosing Party shall not be liable for any damages whatsoever arising from or relating to Receiving Party’s use of or inability to use such Confidential Information.

**9. INDEMNITY**

- (a) The Receiving Party undertakes to indemnify the Disclosing Party against all liability or loss arising directly from, and all costs, charges and expenses incurred in connection with:
  - (i) Any breach by the Receiving Party of any of the terms and conditions of this agreement; or
  - (ii) Any intentional or reckless act or omission by Receiving Party’s officers or employees which, if done or omitted to be done by the Receiving Party, would be a breach of Receiving Party’s obligations under this Agreement.
  - (iii) In any case, the liability of the parties towards each other’s shall not exceed cost or charges or amount received by them in the submitted project.

**10. EQUITABLE AND LEGAL RELIEF:**

Each party acknowledges that all of the Disclosing Party’s Confidential Information is owned by the Disclosing Party and/or customer and that the unauthorized disclosure or use of such Confidential Information may cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. The Disclosing Party also has the right to pursue any other rights or remedies available at law or equity for such a breach.

**11. TERM AND TERMINATION:**

This Agreement shall remain in effect for entire tenure of main contract which is signed by Bidder. However, notwithstanding anything hereinabove, either party shall have the right to terminate the agreement along with the main agreement. The obligation to protect the Confidential Information shall survive for a period of 02(Two) years post termination or expiry of the main agreement.

Notwithstanding any provision herein to the contrary, the Receiving Party shall immediately cease to use, copy or otherwise exploit the Confidential Information of the Disclosing Party upon termination of this Agreement along with main agreement.

**12. SEVERABILITY:**

If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**13. LIMITATION ON LIABILITY:**

Parties shall not be liable to each other for loss or damage incidental, indirect, consequential, and special or punitive damage etc. occurred or caused or likely to occur on account of any act of omission on the part of their employees, including loss caused on account of defects in goods or deficiency in services by agents or employees.

The party's liability under this Agreement and /or its modifications shall be determined as per the Law in force for the time being. In any case, liability of the parties towards each other's shall not exceed cost or charges or amount received by them in the submitted project except in cases where limitations on liability clause are arising because of reason of death or personal injury, fraud or gross negligence.

**14. GOVERNING LAW, DISPUTE RESOLUTION& JURISDICTION:**

This Agreement and disputes if any shall be governed in accordance with the Laws of India and both the parties hereto submit to the jurisdiction of courts at Mumbai, Maharashtra. Any matter, which is not stipulated in this Commercial Terms & Conditions, shall be settled in good faith by discussion amongst the Parties in spirit of understanding and co-operation. In the event of any dispute between parties to the agreement, including all disputes regarding rights arising under this agreement or termination of this agreement, or any extension or renewal thereof, the same shall be raised by aggrieved party to the defaulting party along with nature of dispute and probable remedy as soon as possible but not later than ninety days of alleged default. Both the parties shall strive to settle the dispute amicably between them.

However, if the dispute is not resolved informally by the parties, then the disputing party shall submit the dispute to the arbitrator as appointed mutually. In the event of dispute, the aggrieved party shall initiate the arbitration by notifying the other in writing of the nature of the dispute and request for arbitration. Both parties will mutually appoint sole arbitrator in such a case who will act as neutral and resolve the dispute. In case the arbitrator could not resolve the dispute then dispute shall be referred to an appropriate forum or counsel who would resolve the same as per applicable laws of land.

Arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time and the venue of arbitration shall be Mumbai. Both the parties will bear their own cost of litigation.

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**15. INDEPENDENT CONTRACTORS:**

The parties are independent contractors. Nothing contained in this Agreement shall be construed as creating agency, partnership or other form of joint enterprises between the parties. Each will bear all costs and expenses it incurs in connection with this Agreement. Nothing herein shall obligate or otherwise commit either Party or any other associated company in any way, directly or indirectly, to initiate, produce, or complete any observation, study, tender, analysis or report of any product or service, or any aspect thereof, or to take any other action with respect to such product or service; and nothing herein shall obligate or otherwise commit either party or any other company to license or purchase any product or service from anyone.

**16. NON-ASSIGNABILITY:**

The Agreement shall not be assignable or transferable by either Party without the written consent of the other party.

**17. DATA PROTECTION**

Each party undertakes to comply with applicable laws, rules, and regulations while collecting, recording, hosting, processing, transmitting, using or erasing the other Party's Personal Information (including any Sensitive Personal Data or Information) in furtherance of its performance of this Agreement. Each Party represents and warrants that: (i) it has implemented the appropriate technical and organizational measures and controls to keep the other Party's Personal Information (including any Sensitive Personal Data or Information) secure, and (ii) it shall protect the other Party's Personal Information (including any Sensitive Personal Data or Information) from unauthorized access or disclosure.

For the purpose of this clause, applicable law shall mean Information Technology Act and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

**18. NOTICE AND COMMUNICATION-**

Any notice required or permitted to be given under or any communication required to be made under this Agreement shall be in writing and delivered or mailed via some form of traceable priority mail to Vendor at: (vendor email id) & Client at: [admin@iibf.org.in](mailto:admin@iibf.org.in) as well as on postal address mentioned in the title clause of the agreement. Any communication made only upon email will not be considered as valid service. The return receipt, the delivery receipt, electronic confirmation of receipt, or the affidavit of messenger, will be deemed conclusive but not exclusive evidence of delivery; delivery will also be presumed at such time as delivery is refused by the addressee upon presentation. If either party to the agreement changes the address for communication during the existence of this agreement, the same shall be communicated to the other party with such change of address as soon as possible within a maximum period of seven working days.

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IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives on the date set forth above.

For (Vendor name)

**For Indian Institute of Banking and  
Finance**

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:

In presence of witnesses: -

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