

REQUEST FOR PROPOSAL (RFP)

Empanelment of Consultant for end-to-end implementation of Digital Personal Data Protection (DPDP) Act 2023, and Rules thereunder, as and when released.

Tender Reference Number: RFP / DACO / 01/2024-25

Date of issue of RFP: 01.06.2024

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Section 1: Preface

- i) The purpose of this RFP is to solicit proposals from eligible consultant firms for assisting bank for end-to-end implementation of Digital Personal Data Protection (DPDP) Act 2023 (Mentioned in scope of the activity).
- ii) The RFP is being uploaded on Federal Bank's website (<https://www.federalbank.co.in/tender-notices>) and shall be responded to by eligible entities which satisfy the Minimum Eligibility Criteria (Section 7).
- iii) The Pre bid meeting shall be arranged through online mode on 12-06-2024, Wednesday between 11:00 AM to 12:00 noon. The consultant firms can register for the meeting by providing the name and contact details to the email address mentioned in this RFP. Online meeting details will be intimated to the registered firms by 11-06-2024 end of day. Pre-bid queries can be shared till 11-06-2024 EOD. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders. No suggestions or queries shall be entertained after a pre-bid meeting.
- iv) The bids shall have separate implementation costs for Phase I and Phase II. The bank may award the work phase wise or as mentioned below,
 - a. The phase wise implementation to different consultants
 - b. Both phases to a single consultant
 - c. Float another RFP for phase II
- v) The last date for submission of proposal is 15th June 2024, 5 PM.
- vi) No proposals would ordinarily be accepted after the above deadline. The Bank may however, at its discretion, accept proposals received after the deadline, subject to reasons it may deem fit, and such a determination shall be final and binding on all the bidders.
- vii) The Federal Bank reserves the right to accept any proposal or reject all the proposals, without assigning any reasons whatsoever. The Bank's decision in this regard shall be final and binding.

Section 2: About Federal Bank

The Federal Bank Limited is a bank licensed under Banking Regulation Act, 1949 which became a scheduled commercial bank under the second schedule of Reserve Bank of India Act 1934 on July 20, 1970. The bank has 1504 banking outlets and 2015 ATMs/Recyclers spread across different states in India. The equity shares of the Bank are listed on BSE Limited and National Stock Exchange of India Limited (NSE). The Global Depository Receipts (GDRs) issued by the Bank are listed on the London Stock Exchange (LSE). The Bank has a paid-up capital of Rs.487.07 Crores as on 31.03.2024. With a Balance sheet size of Rs. 3,08,311.80 Crores, the Bank has a CRAR of 16.13% and net advance of Rs. 2,09,403.33 Crores as on 31.03.2024.

Section 3: Disclaimer

This RFP is not an agreement and is not an offer by the Bank. This RFP does not claim to contain all the information each bidder may require. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. The information contained in the RFP is selective and is subject to update, expansion, revision, and amendment. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP or to correct any inaccuracies therein, which may become apparent. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank reserves the right of discretion to change, modify, add, or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever.

Section 4: Confidentiality

This RFP is a confidential document and is not to be reproduced, transmitted, or made available by the recipient to any other entity without the Bank's express written permission.

Section 5: Submission and evaluation of Proposals

- i. The documents to be submitted are:
 - a) Profile of the Consultant Firm (with details of the firm, present and past assignments on similar implementation, educational qualification and experience of the partners, areas of specialization, contact details of the firm, consultant infrastructure facilities and manpower)
 - b) Additional details to be furnished by the consultant firm in the format enclosed (Annexure I, II, III). Annexure II has to be furnished in the letter head of the firm.
- ii. The proposals shall be submitted duly signed by the authorized signatory with the seal of the firm to the below email address with the title – **“RFP for Empanelment of Consultant for end to end implementation of Digital Personal Data Protection (DPDP) Act 2023, and Rules thereunder, as and when released”**: abrahama@federalbank.co.in, rakeshradhakrishnan@federalbank.co.in
- iii. For any clarifications regarding RFP, please contact:

Mr. Abraham A Samuel,
Vice President & Data Compliance Officer

Address:
The Federal Bank Limited,
Data Compliance Office,
Compliance Department,
4th Floor, Federal Towers, Bank junction, Aluva,
Ernakulam, Kerala India-683101.
abrahama@federalbank.co.in
Mob: +91 7012161471

Mr. Rakesh Radhakrishnan,
Deputy Vice President

Address:
The Federal Bank Limited,
Data Compliance Office,
Compliance Department,
4th Floor, Federal Towers, Bank junction, Aluva,
Ernakulam, Kerala India-683101.
rakeshradhakrishnan@federalbank.co.in
Mob: +91 9846775483

Section 6: Scope of Work

Phase I: Digital Personal Data Protection Implementation

- Milestone-1 Applicability Assessment
- Milestone-2 Enterprise Data discovery
- Milestone-3 Gap Assessment
- Milestone-4 Action Plan
- Milestone-5 Designing Frameworks

Implementation Period: 4 months

Milestone-1: Applicability Assessment

- A. Identification of DPD available with the organization and its lifecycle stages - creation, storage, usage (processing), transfer and elimination / purging. This includes review of existing processes and controls, products and services and data governance standards applied by the Bank.
- B. Identification of Partners/ Fintech's/ vendors / third parties processing Organization's data usage as per SLAs processing undertaken; evaluation of data security measures applied.

- C. Applicability of Digital Personal Data Protection Act 2023 & Rules for each function /department of the organization

Deliverables

Applicability of Digital Personal Data Protection Act 2023 & Rules for each function/Products /Processes/ Department/Data Processing organization/Fintech's/Partners of the organization.

Milestone-2: Enterprise Data Discovery

- A. Identification of locations (physical and system) where personal data resides.
- B. Identify data movement and create Data flow diagrams.
- C. Create Data inventory (for personal data)
- D. Identification and documentation of scenarios for data transfer between user and custodian functions
- E. Identify/Assess the processes that store, use and retain personal data of children and persons with disabilities.
- F. Identify data movement across countries.

Deliverables

- A. Data Flow Diagrams
- B. Department-wise Inventory of personal data

Milestone-3: Gap Assessment:

- A. Assess each data set in scope processes to identify non-compliance gaps and improvement opportunities.
- B. To evaluate all process, storage, people & departments, data governance/ privacy governance of clients, and other applicable controls against regulatory clause.
- C. To collaborate with third party technical experts to undertake technology feasibility study.
- D. Conduct a comprehensive gap assessment of the existing Bank's record & data retention policies, procedures & guidelines to identify the areas that fall short of the requirements under the DPDPA,2023 & Rules.
- E. Conduct a comprehensive gap assessment of the existing Bank's policies, procedures & guidelines on grievance redressal and data principal complaints.
- F. Conduct a comprehensive gap assessment of the Bank's security & privacy policies, procedures & guidelines applicable to RI/NRI data principals to identify the areas that fall short of the requirements under DPDPA, 2023 & Rules.
- G. Review data breach management mechanism and identify gaps as per the regulatory requirements.

Deliverables:

Gap Assessment Report on following aspects:

- A. Existing policies/framework vs the DPDP Act 2023 & Rules
- B. Existing Data storage methodology vs DPDP Act 2023 & Rules
- C. Practices/Process defined under DPDP Act 2023 & Rules vs Existing practices/Process.
- D. BIA (Business impact Analysis) on account of the identified gaps.

Milestone-4: Action Plan

- A. Provide remedial actions on the gaps identified and business solutions for modification of processes to comply with data protection / privacy regulations, as applicable.
- B. Recommendations to implement industry best practices for ongoing monitoring mechanism.
- C. Assess the resourcing requirements of the bank across various departments/functions considering the gap analysis performed and organisational architecture aligning to DPDP Act 2023 & Rules

Deliverables:

- A. Remediation Action plan with prioritized timelines (including Controls recommended for personal data)
- B. Support in framing of Data Protection Policy & related architecture.
- C. Defined process and tools for Data Principal request management
- D. Defined data Privacy Breach Management procedure.
- E. Awareness workshops for stakeholders and Train-The-Trainer
- F. Designing content (awareness mailers, etc.) and User-based FAQs.
- G. Provide Resourcing requirements across various departments/functions with level of expertise aligning to the action plan laid for DPDP implementation.

Milestone-5: Designing Frameworks

- A. Define mechanism and setting procedures required for grievance redressal.
- B. Define the mechanism and establish procedures required for Data Protection Impact assessment (DPIA).
- C. Identify mechanism and establish procedures required for handling Data Principal rights requests.
- D. Data Protection Risk Management framework
- E. Assist in formulating procedure for accepting, validating, and responding to requests by Data Principals
- F. Establishing process for data privacy breach management and integration with current incident management system
- G. Assist in developing the Data privacy framework controls for third party contracts.

Deliverables:

- A. Grievance redressal framework
- B. DPIA process & templates
- C. Consent management framework/Mechanism.
- D. Data Protection Risk Management Framework
- E. Organisational structure aligning to DPDP Act & Rules and roles/responsibilities of DPO.
- F. To incorporate any amendments as needed in the existing framework/policies with respect to DPDP Act and any new guidelines issues in this period.
- G. During the contract period, any new guidelines issued on Digital Personal Data Protection (DPDP) Act 2023 or any amendments/changes in Master Directions, by regulators/statuary bodies, are to be covered by the consultant.
- H. To provide a detailed compliance document containing the legal framework under the DPDP regime, including without limitation the DPDP Act, the rules, and any other applicable statute/guideline which is enacted/released during the tenure of the assignment, indicating the level of compliance of each section/rule, thereunder. The document also should cover road map for complying with the provisions which the Bank is yet to comply with. Any supporting document required also should be submitted.

Phase II: Digital Personal Data Protection Implementation

Implementation Period: 1 Year

- A. The scope of work will also include the study and comprehensive assessment of tools used within the Bank as part of extant data management infrastructure, with a focus on data classification, data quality, security, and data privacy, among other relevant facets.
- B. After the assessment, the onsite resources should be helping bank in identification of requirements of the tool to address the gap using a software and helping in building a Request for Proposal (RFP) to procure the tool.
- C. This RFP will encompass a comprehensive scope of work that integrates data-driven recommendations for the procurement of specialized software, or other technological tools aimed at bolstering data

privacy and security measures. The scope also includes the implementation of integrations of various bank applications with this tool.

- D. The resources deployed onsite will be bound to be available at site for minimum 1 year to maintain continuity. It is to be noted that the resources allocated by the Consultant are to remain constant for a minimum period of one year.
- E. Project Management of the implementation of the tools selected and ensure that bank is complied with the regulation by implementing the tool.

Deliverables:

- A. Tool Assessment & Implementation
- B. Support Integration with Banks various applications.
- C. Audit report to ensure compliance of all regulations of DPDP Act 2023 & Rules.

Section 7: Minimum Eligibility Criteria

- A. The firm should have the capacity/ expertise to perform the assignment of providing assurance in the area of DPDPA & Rules implementation.
- B. The firm should deploy employees who have expertise and skills to complete the review as per the scope.
- C. The consultancy firm should have conducted similar kind of assignments preferably in scheduled commercial bank in India / financial institutions in India/GDPR implementation in the past.
- D. The party/consultant should have minimum 5 years of experience in implementation of similar projects related to Digital personal Data protection or GDPR.
- E. The consultant firm or any of its associates shall not sell its products or provide any non-audit / non-assurance related service including consulting services, to Federal Bank or its group entities.
- F. There must be no orders/ disciplinary action taken against the applicant by any statutory/ regulatory/ quasi-regulatory authorities.
- G. The Bidder should have exclusive support infrastructure for DPDPA & Rules implementation.

Section 8: General Terms and Conditions

A. Term of Assignment

The consultant under this RFP will be appointed from the date of issuance of Engagement Letter and shall hold office till the conclusion of submission of final report or for the allotted period whichever is earlier, unless the consultant is terminated basis the provisions of the definitive agreement entered into between the Bank and the consultant.

B. Adherence to Terms and Conditions

The consultant who wishes to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP, and such other further terms and conditions as the Bank may stipulate from time to time, including under the definitive agreement that the Consultant would enter into with the Bank. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

C. Software / Hardware requirements

All the software, hardware equipment's like Laptops, tools etc. to carry out the assignment has to be brought by the consultants at no extra cost.

Professionalism

Consultants should provide professional, objective, and impartial advice always and hold the Bank’s interest paramount and should observe the highest standards of ethics, values and code of conduct, honesty and integrity while executing the assignment. Consultant shall ensure that its employees/personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act or offence while fulfilling their obligations during the course of this assignment and in the event of any illegal act or offence being committed or abetted, Consultant shall be liable for all consequences thereof, and no liability, whether direct or indirect, shall flow to the Bank.

D. Due Diligence

The Bank reserves the right to ascertain information from the other Banks and institutions to which the consultant has rendered their services for execution of similar projects, and conduct independent due diligence of the Consultant, and the Consultant agrees to fully cooperate with the Bank's due diligence efforts and to provide the Bank with all requested information in a timely and accurate manner.

E. Single Point of Contact

The consultant has to provide details of a single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., /WhatsApp no.

F. Applicable Law and Jurisdiction of Court

The Contract with consultant shall be governed in accordance with the laws of India for the time being in force and will be subject to the exclusive jurisdiction of courts at Kochi, Kerala.

G. Authorized Signatory

The selected consultant shall indicate the authorized signatories who can discuss and correspond with the Bank regarding the obligations under the contract.

H. Modification in Scope

Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Consultancy Services During the course of the project, there might be related areas which Bank would like the selected Bidder/Consultant to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services for partial delivery of select modules of the Solution.

Bank shall reserve the right to change the timelines to comply with regulatory guidelines without any additional cost.

I. Project Team

Details of the project team and their qualifications should be shared to the bank before beginning the project. Project team should have adequate experience in their area of work. Project team should work from banks headquarters at Aluva, Kerala along with the Data Compliance Office of the Bank. Project team should give project update on a weekly basis to the core team and monthly basis to the senior management.

J. Delays

Any extension/modification of the completion date due to unforeseen delays may be permissible by the Bank at its sole discretion. However, no additional amounts shall be payable by the Bank towards completion of the assignment beyond the implementation periods specified in the Scope.

K. Payment terms & Damages

20% of the total contract value in each milestone delivery in Phase I and Phase II payment terms will be mutually agreed before issuing the PO. The Bank will impose liquidated damages of 0.50% of the total contract value per week or part thereof, for the delay in not adhering to the time schedules. with the maximum cap of 10% of total contract value

Bank shall have unfettered right to set off, deduct and recover from the fees and charges and /or from any other sum payable to the Consultant by it, all amounts which may or become payable by the Consultant to the Bank. In the event of any discrepancies / excess payment or overcharging on account of incorrect billing raised by the Consultant being found, then the Consultant shall reimburse the Bank all such amounts charged in excess.

The bidder must get permission from bank before raising the invoice.

All out of pocket expenses, traveling, boarding, lodging and other expenses if any to be incurred by the Consultant shall be included in the bid submitted by the Consultant, and no extra cost thereof shall be payable by the Bank for the same.

Annexure – I: - Bidder’s Particulars

Tender Ref. No: **RFP / DACO/ 01/2024-25 dated 01-06-2024**

Sl. No.	Particulars	Details to be furnished by the bidder
1	Name of the firm	
2	Address of the Firm (Head Office)	
3	Mailing address of the bidder	
4	Number of Branches / offices with details thereof	
5	Details of other engagements by the firm or its associates with Federal Bank or our group entities	
6	Names and Designations of the persons authorized to make commitments to the Bank	
7	Contact detail of authorized Person Landline Mobile Email ID :	No
8	Approach and Methodology Understanding of the Bank and Scope of the RFP. Quality of ideas / solutions proposed to address Bank’s requirements Approach for implementation, methodologies, milestones, timelines, practicality of the solutions Deliverables Proposed for various Business Parameters Project plan and Deliverable plan Tools and techniques, standard operating procedures and best practices to be adopted. Risks and mitigations envisaged	Bidder Presentation

9	Key resources/ proposed team profile to be deployed for the Project. Experience and inhouse expertise in following areas: Relevant Experience and profile of Program Manager, Key Resources, and other Team members proposed for Onsite in the Project. Team deployment plan by Activity/sub-Activity Capability and Specific Expertise relevant to the Project.	
10	Details of Document cost / Tender fee	Cost Phase Wise/Milestone wise

Declaration:

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Place:

Date:

Seal & Signature of the authorized person of the bidders

Annexure– II: - Bid Covering Letter

[On Firm's / Company's letter head]

Reference No:

Date:

Vice President
Federal Bank Ltd
Data Compliance Office, Compliance Department
Federal Towers, P O Box No. 103, Aluva, Kerala, India 683 101

Dear Sir,

SUB: Selection of Consultant for implementation of Digital Personal Data Protection (DPDP) Act 2023

Ref: RFP / DACO / 01/2024-25 dated 01-06-2024

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We have understood all aspects of DPDP Act 2023, and its amendments/rules published so far and in a position to implement the same in Bank in a professional and efficient manner, and we hereby undertake to ensure that the services provided by us under this assignment would enable the Bank to be compliance with all applicable laws under the DPDP regime.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for the mentioned location.

If our offer is accepted, we undertake to provide technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during the contract period.

We agree to abide by this offer till 6 months from the date of Commercial Bid Submission and for such further period as mutually agreed between the bank and selected Bidder and agreed to in writing by the selected Bidder. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidders.

We also confirm that we will not subcontract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal

Name:

Designation:

Annexure- III: - Details of Persons who will form the team for the proposed assignment.

SUB: Selection of Consultant for implementation of Digital Personal Data Protection (DPDP) Act 2023-

Ref: RFP / DACO/ 01/2024-25 dated 01-06-2024

Note: Documentary/Certification proofs are to be enclosed to substantiate the claims made.

Profile of Partners/Members

1. Name of the Person:
2. Office Address:
3. E-mail ID:
4. Contact Details Office/ Mobile:
5. Date since working in the Firm:
6. Professional Qualifications:
7. Present Designation:
8. Experience:

Sl. No	Nature of implementation of the subject RFP	Brief Details of the implementation of subject RFP and the Organization where assignment was undertaken	Period	
			From	To
1				
2				
3				
4				
5				

Note: The above Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Date:

Signature with seal
Name:
Designation: