

**Request for Proposal Document (RFP)**

**For**

**ANNUAL MAINTENANCE CONTRACT (AMC)**

**&**

**FACILITIES MANAGEMENT SERVICES CONTRACT (FMSC)**

**For NETWORK IT EQUIPMENTS**



**RFP No: IDBI/VMG /RFP/2019-20/007**

**Date: 18-April- 2019**

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## CONTROL SHEET

<b>Name of the Company</b>	<b>IDBI Bank Limited</b>	
<b>RFP Reference No</b>	<b>IDBI/VMG/RFP/2019-20/007</b>	
<b>Date of issue</b>	<b>18 –April-2019</b>	
Submission of Pre-Bid Queries	Date	<b>24-April-2019</b>
	Time	17:00 hours
Schedule of Pre-Bid Meeting	Date	<b>25-April-2019</b>
	Time	15:30 hours
<b>Schedule for Receipt of Bids</b>	Date	<b>10-May-2019</b>
	Time	<b>16:30 hours</b>
Cost of the Bid Document	<b>Rs. 20,000/- + Applicable Taxes (Rupees Twenty Thousand Only)</b> in the form of demand draft / bankers cheque / pay order from a scheduled Bank in favor of 'IDBI Bank Limited', payable at Mumbai only to be submitted along with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of <b>Rs.10,00,000/- (Rupees Ten Lakhs Only)</b> by way of demand draft or pay order in favour of ' <b>IDBI Bank Limited</b> ' payable at Mumbai only to be submitted along with the Bid.	
<b>Schedule for Opening of Technical Bids</b>	Date	<b>10-May-2019</b>
	Time	<b>17:00 hours</b>
Place of Pre-bid meeting/ Opening of Bids / address for Communication & Contact Person	<b>IDBI Bank Limited,</b> C/o IDBI Intech Ltd. Plot No. 39-41, Sector-11, CBD Belapur, Navi Mumbai- 400 614	
	<b>Shri. Shailendra B Govalkar</b> Tel.- 022-39148352 <a href="mailto:shailendra.govalkar@idbiintech.com">shailendra.govalkar@idbiintech.com</a>	
For Queries regarding AMC/FMS	Shri. Ujwal Shastrakar– Tel: 022- 39148037/ Shri. Rahul Bhalerao 022-61592407 <a href="mailto:ujwal.shastrakar@idbiintech.com">ujwal.shastrakar@idbiintech.com</a> <a href="mailto:rahul.bhalerao@idbiintech.com">rahul.bhalerao@idbiintech.com</a>	

**Note:**

1. This tender document is the property of the Bank and is not transferable.
2. This bid document has 99 pages.
3. If a holiday is declared on the dates mentioned above, the Bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this Schedule.

## DISCLAIMER

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

This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). 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, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Bank.

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

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

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

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website for any changes / development in relation to this RFP. Prospective bidders shall regularly visit Bank’s website, [www.idbi.com](http://www.idbi.com) for any changes / development in relation to this RFP.

## SECTION -1

## 1. BACKGROUND

1.1. IDBI Bank Ltd (“IDBI Bank / Bank / Purchaser”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and Banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). The Bank is also a Scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1927. . The Bank is engaged in providing finance to industries and conducting banking business.

## 2. PURPOSE OF THIS RFP

2.1. The purpose of this RFP is to invite bids for selecting a Vendor to provide Annual Maintenance Contract (AMC) and Facilities Management Services (FMS) to the Bank as per the Scope of Work stipulated in Section-4. The Vendor shall be responsible for providing the support to all the branches/offices of IDBI Bank, covering all Network IT equipments and as per SLE as stipulated in Section-4.

2.2. IDBI bank is also in process of procurement of Network devices against the devices which are declared as End of Support/obsolete. In such case any Network device getting decommissioned/removed during the contract period, AMC payment shall be made on pro-rata basis for that particular device.

## 3. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

3.1. The Bidder shall furnish as a part of its Bid, a Bid Security of **Rs. 10,00,000/- (Rupees Ten Lakh Only)** by way of Demand Draft or Bankers Cheque or Pay Order in favor of ‘IDBI Bank Limited’ payable at Mumbai. This Bid Security must accompany the technical bid.

3.2. Rejection of Bid: Any technical Bid not accompanied by EMD as mentioned above, shall be summarily rejected by IDBI Bank, without any further correspondence.

3.3. The Bid Security shall be forfeited:

3.3.1. if a Bidder withdraws his Bid during the Bid validity period; or

3.3.2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

3.3.3. If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents; or

3.3.4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.

3.4. The Bid Security shall not bear any interest.

3.5. The Bid Security of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.

3.6. The Bid Security of Successful Bidder will be refunded on execution of all legal documents.

3.7. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.



#### 4. DUE DILIGENCE

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

#### 5. COST OF RFP/BID DOCUMENT AND EXPENSES INCURRED WHILE BIDDING

5.1. The cost of RFP / Bid document is Rs. 20,000/- (Rupees Twenty Thousand Only) + applicable taxes. The prospective Bidder is required to pay the Cost in the form of a Demand Draft or Banker's Cheque or Pay Order from any Scheduled Commercial Bank in favor of 'IDBI Bank Limited', payable at Mumbai, at the time of purchasing the RFP/Bid Document. The Cost is non-refundable. Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the tender copy will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective Bidder. In case, the RFP/Bid Document is downloaded from IDBI Bank's website [www.idbi.com](http://www.idbi.com), the Cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. It is hereby clarified that the amounts so paid towards cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder.

5.2. The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

#### 6. BIDDING IN CONSORTIUM

6.1. Bids received from a consortium of bidders will be summarily rejected. Bidding in consortium is not allowed for this procurement.

#### 7. ELIGIBILITY CRITERIA FOR BIDDERS

7.1. All eligibility requirements mentioned in **Section 6 (Annexure-II)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. **Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.**

## 8. BID EVALUATION CRITERIA (BEC)

8.1. To meet Bank's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully provide the services sought by Bank.

8.2. The company profile, past experience of the Bidder in the area of supply, installation, training and operationalization of the hardware, Hardware/Software requirements proposed to operationalize the device, delivery schedule, service support, price, etc. shall be some of the important criteria's in selecting the Bidder.

8.3. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Bank Ltd in this regard shall be final, conclusive and binding on the Vendor.

8.4. The Bidders shall be short listed after the evaluation of their Technical Bids. Only the short listed bidders will be permitted to participate in the Online Reverse Auction ("ORA"). The Bidders shall be required to indicate whether or not any training is required for them to participate in the ORA. The Bidders must compulsorily have a Class 2 digital certificate to participate in the ORA process.

8.5. L1 vendor will be arrived at through ORA. The Successful Bidder ("L1 Vendor") will be as per the conclusion of the ORA Agency appointed by the Bank for the ORA.

8.6. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from any of the other qualified Bidder, after following due process.

8.7. Bank reserves the right to modify / amend the evaluation process at any time, at any stage, during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders. The decision of the Bank in this regard is final and binding on the Bidders.

## 9. GUIDELINES FOR BIDDERS

9.1. The Bid consists of two parts namely, a Technical Bid and Indicative Commercial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Indicative Commercial Bid".

9.2. The bid response, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited, must be accompanied by cost of Bid Document and EMD as specified must be submitted in person to the IDBI Bank representative on or before the due date and at the address specified in the Document Control sheet.

9.3. The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document. Bank reserves the right to accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

9.4. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

- 9.5. Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- 9.6. Modification to the Bid Document, if any, will be made available as an addendum on the Bank's website and / or emailed to the prospective Bidders.
- 9.7. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website to get themselves updated on changes / development in relation to this RFP.
- 9.8. The Bid Documents may be downloaded from our website [www.idbi.com](http://www.idbi.com) and submitted at the address mentioned in the Document Control sheet.
- 9.9. If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.
- 9.10. Successful Bidder would be required to sign along with the Contract, other forms /agreements / legal documents contained in the Bid Document,) with IDBI Bank, at Mumbai only.
- 9.11. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses.
- 9.12. To complete the work at the site within stipulated timeframe, Bidder's employees / contracted workmen may have to visit the site multiple times, at no extra cost to the Bank.
- 9.13. Quotations contained in the Bids shall remain valid for a period of 90 (ninety) days from the date of submission of the Bid in response to the RFP.
- 9.14. Prices quoted should be exclusive GST.
- 9.15. Applicable taxes would be deducted at source, if any, as per prevailing rates.
- 9.16. The price ("Bid Price") quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- 9.17. The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.
- 9.18. The Bank will not be obliged to meet and have discussions with any Bidders and/ or to entertain any representations in this regard.
- 9.19. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
- 9.20. The Bank's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
- 9.21. The Bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept any Bid, lowest or otherwise,

and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

9.22. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by the Bank and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by the Bank.

9.23. Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.

9.24. The Bids will be evaluated both on the Technical and Commercial merits and the Bank's decision in this regard shall be binding, final and conclusive.

9.25. IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed IP in line with section 5.12 as a pre-requisite condition while submitting the bid.

9.26. The Bank has appointed Shri. S.Srinivasan, IAS (Retd.) (M-9483536100/ E-mail-s.srinivasan1980@gmail.com) and Shri Ajai Kumar, ex-CMD, Corporation Bank (M-9619272893/ E-mail-ajai.kumar3@gmail.com ) as Independent External Monitor (IEM). The bidders having a grievance, if any, in the tendering process, may approach the IEM for a redressal of their complaints.

9.27. At any stage of the Bidding process, if any Bidder(s) has furnished false or forged documents, the Bid will be summarily rejected and the Bidder(s) will be disqualified from participating in any Bid conducted by IDBI Bank. Further, IDBI Bank reserves the right to take legal action against the Bidder(s), as it may deem fit.

## 10. PAYMENT TERMS

10.1. No advance payment will be made on award of the contract.

10.2. The Bidder shall submit separate and distinct invoices for AMC and FMS, at the end of every month and submit the invoice along with reports of IT Asset Inventory Reconciliation collected from all the branches at the end of every six months. For FMS, the Bidder shall submit documents relating to payment of minimum wages etc.

10.2 100% of the AMC & FMS invoice amount shall be released monthly in arrears after deducting the penalty, if any.

10.3. 100% of the payment against IT Assets Inventory Reconciliation shall be released half yearly in arrears on pro-rata basis based on the IT Asset Inventory Reconciliation reports for number of network devices submitted.

10.4. The successful vendor has to preferably open their savings/current account with IDBI Bank for settlement of their payments in time against the invoices raised by them.

10.5. Any failure to perform the services as stipulated in the contract shall attract penalty charges as mentioned in Section-4 below & same shall be deducted against payment due. In case of any penalties that are levied by the Bank, the Vendor would have to furnish corresponding credit notes in favour of the Bank.

10.6. In case of revision in price for deficiency of service, or non-compliance of conditions, the Vendor shall issue a credit note for such reduced value.

10.7. The cost & consequences, if any, would be borne entirely by the Bidder for the maintenance of the Hardware & Software.

10.8. For items moving into AMC on expiry of warranty period, AMC charges shall be calculated on pro-rata basis for the broken period. Similarly, for items de-commissioned / phased out (retired) during the contract period, AMC charges shall be calculated on pro-rata basis up to the date of de-commissioning / retired and the amount shall be adjusted against payment due.

10.9. IDBI bank is also in process of procurement of Network devices against the devices which are declared as End of Support/obsolete. In such case any Network device getting decommissioned/removed during the contract period, AMC payment shall be made on pro-rata basis for that particular device.

10.10. The payment processing is done centrally at Mumbai. The Bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 45 days from respective month end upon submission of all required documents.

Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents & credit notes if any along with invoices.

## 11. PERIOD OF CONTRACT

11.1. The Contract will be valid for a period of 2 years from the date of acceptance of Purchase Order (PO) or signing of Agreement for the first year whichever is earlier. Purchase Order (PO) shall be issued every year subject to evaluation of satisfactory performance by the Vendor at the end of one year by IDBI Bank. The Contract may be further extended / renewed at the sole desire of IDBI Bank by execution of the documents with the terms and conditions for such extension/renewal or .

11.2. The Bidder should deploy their staffs within 30 days at respective locations on issuance of PO ase . During these 30 days deployment, Vendor has to provide necessary AMC support as per RFP terms.

**SECTION – 2****1. PROCEDURE FOR SUBMISSION OF BIDS**

- 1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.
- 1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign with date and stamp each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.
- 1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
- 1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.
- 1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
- 1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 1.7. The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.
- 1.8. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 1.9. Bank reserves the right to adjust arithmetical or other errors in the Bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

1.10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

1.11. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.12. Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.13. The Technical Bid shall contain no financial/commercial details. However a copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column masked. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.14. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.15. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

1.16. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.

1.17. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.18. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.19. Each page should be stamped and initialed by authorized signatory.

1.20. The Bidders shall seal and mark the Bid accordingly.

1.21. All the envelopes must be super-scribed with the following information:



- 1.21.1. Type of bid (Technical or Commercial)
  - 1.21.2. Reference Number (IDBI – RFP – .....)
  - 1.21.3. Due Date
  - 1.21.4. Name of Bidder
  - 1.21.5. Name of the Authorized Person/Mobile Number of the bidding entity.
- 1.22. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.
- 1.23. One sealed Technical Bid superscribed as “**Technical Bid for RFP for Annual Maintenance Contract & Facility Management Services Contract for IT Assets**” & One sealed Indicative Commercial Bid superscribed as “**Indicative Commercial Bid for RFP for Annual Maintenance Contract & Facility Management Services Contract for Network IT Assets**” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.
- 1.24. ENVELOPE-I (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only.
- 1.25. ENVELOPE-II (Indicative Commercial Bid): The Commercial Bid should give all relevant indicative price information and should not contradict the Technical Bid in any manner. The Indicative Commercial Bid should be submitted in the specified format only.
- 1.26. Please note that if either of these envelopes is found to contain both Technical and Indicative Commercial Bid together, then that offer will be rejected outright.
- 1.27. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.
- 1.28. The Vendor shall ensure that the stipulated Support and Maintenance facilities on the hardware (AMC) / software (FMS) will be available for a minimum period of 2 years.

## 2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- 2.1. The following documents inter-alia have to be submitted by Bidders
  - i. DDs for EMD and Bid amount.
  - ii. Unconditional Acceptance of Terms and Conditions.
  - iii. Certificate of Incorporation / Registration, as applicable.
  - iv. Certificate of commencement of business, as applicable.
  - v. Audited Annual Report /Balance sheet of last Five financial years
  - vi. Fulfillment of Eligibility Criteria.
  - vii. All documents evidencing the fulfillment of eligibility criteria.
  - viii. Information Security Certificate
  - ix. No vigilance/black listing/court case declaration.
  - x. Copy of registration certificate regarding GST



- xi. Letter of authority/Mandate letter /Certified true copy of Board Resolution, as the case may be, authorizing the signatory to sign all the documents in respect of RFP including the Commercial Bid.
- xii. Indicative Commercial Bid– Separate sealed Envelope.

**The above details are mandatory, without which the Bids are liable to be rejected. The list of documents in the technical bid should be strictly as per Annexure IV.**

### 3. CLARIFICATION OF BID DOCUMENT

3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in writing at the mailing address indicated earlier. Bank will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in Document Control Sheet. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website, only.

3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to Bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective Bidders shall have to regularly visit Bank's website to get themselves updated on any changes / development in relation to this RFP.

### 4. LANGUAGE OF BIDS

4.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Bank, shall be written in the English language only.

### 5. BID PRICES

5.1. The Bidder shall indicate the unit prices and total Bid Prices of the equipments / products and services, it proposes to provide under the Contract.

5.2. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.

5.3. The Price quoted should be valid for the period of 24 (Twenty Four) months from the date of award of the contract i.e. acknowledgement of PO.

5.4. The prices quoted will be exclusive of GST. The total price quoted must be inclusive of cost of Annual Maintenance Contract, Facility Management Services and IT Asset Inventory Reconciliation during the service period.

5.5. All other duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, if any, are included in the Bid price.

5.6. Applicable taxes would be deducted at source, if any, as per prevailing rates.

5.7. The unit prices quoted in final Commercial Bid (after ORA) will be used to calculate the price for further orders over and above the projected quantities, if any.

5.8. In the absence of above information a Bid may be considered incomplete and summarily rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

5.9. Bidder shall carry out the supply and implementation of equipment strictly in accordance with the requirements detailed under the Scope of Work of the Bid Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid Document and to complete the work duly operable and safe as per the best industry practice.

## 6. FIRM PRICES

6.1. Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

## 7. BIDDER QUALIFICATION

7.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the the Principal Officer or his duly Authorized Representative .

7.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the Bidder's organization.

7.3. The Bidder shall sign the bid with the exact name of the Bidder's organization to whom the contract is to be issued. The Bid shall be duly signed and sealed by an officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.

7.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the Bidder.

7.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

## 8. PERIOD OF VALIDITY OF BIDS

8.1. Bids should be valid for 90 (Ninety) days from the last date for submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. The validity period is required to hold the prices till the selection of the Vendor for entering into a rate contract.

8.2. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

## 9. FORMAT AND SIGNING OF BID

- 9.1. The Bidder shall submit only one original set of the Bid.
- 9.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.
- 9.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 9.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the Annexure-IV at the end of this RFP.
- 9.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 9.6. Each page should be stamped and initialed by authorized signatory.
- 9.7. The Bidders shall seal and mark the Bid accordingly.
- 9.8. If the outer cover of the Bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.

## 10. LOCAL CONDITIONS

- 10.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 10.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.
- 10.3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.
- 10.4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bank on account of failure of the Bidder to appraise themselves of local laws / conditions.

#### 11. LAST DATE FOR RECEIPT OF BIDS

11.1. Bids will be received by Bank on or before the date / time and at the address specified in the Document Control Sheet.

11.2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received up to the appointed time on the immediate next working day.

#### 12. LATE BIDS

12.1. Any bid received by Bank after the last date for receipt of bids prescribed by Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

#### 13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of Bids and subsequently the Bank agrees to such request.

13.2. The Bidder should submit its modified Bid in whole as a replacement of its previous Bid.

13.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

13.4. No Bid may be modified subsequent to the last date for receipt of Bids.

13.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Security.

#### 14. ADDRESS FOR CORRESPONDENCE

14.1. The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the Bank.

#### 15. OPENING OF BIDS

15.1. **Opening of Technical Bids:** IDBI Bank will open the Technical Bids of the eligible bidders, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders' authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter or communication posted on the website of IDBI Bank.

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

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

15.4. **Opening of Commercial Bids:** On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The Bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

15.5. Indicative Commercial Bids of technically qualified Bidders only, as decided by IDBI Bank, will be opened. These will be retained and kept on Bank's records. Commercial Bids of technically disqualified Bidders shall neither be opened nor returned to the Bidders.

15.6. Bidders' authorized representatives will not be invited at the time of opening of the Indicative Commercial Bids. Further, the details of Indicative Commercial Bids submitted by the Bidder(s) will not be announced by IDBI Bank.

## 16. CLARIFICATIONS

16.1. When deemed necessary, Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

## 17. CONTACTING BANK

17.1. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

17.2. Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

## 18. EVALUATION AND COMPARISON OF BIDS

### 18.1. Preliminary check

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

18.1.2. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.

18.1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.

18.1.4. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

18.1.5. Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

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

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

## **18.2. Technical Bid Evaluation**

18.2.1. Screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids. The proposals will be evaluated in three stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the Indicative Commercial Bids would be evaluated and in the third stage Online Reverse Auction would be conducted with the qualified bidder

18.2.2. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

18.2.3. The "Technical Bid" shall contain no financial/commercial details. However a copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column masked. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

18.2.4. The Technical Bid submitted by the Bidder will be evaluated based on the terms and conditions of the RFP.

18.2.5. After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to arrange for client site visits.

### **18.3. Commercial Evaluation**

18.3.1. The Indicative Commercial Bid will be opened only if the Technical Bid is cleared and accepted.

18.3.2. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

18.3.3. L1 vendor will be arrived at through an Online Reverse Auction (ORA). Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

18.3.4. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

18.3.5. IDBI Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

## **19. FINANCIAL BIDDING PROCESS (ORA)**

19.1. In this phase, the technically qualified Bidders will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

19.2. After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.

19.3. Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

19.4. The Bidder participating in ORA must compulsorily have a Class 2 digital certificate to participate in the ORA.

19.5. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the Commercial Bid format as given in the RFP. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's Bid and make procurement from L2 or L3 Bidder who matches price with L1 Bidder.

## **20. POST QUALIFICATION**

20.1. Bank will determine to its satisfaction whether the Bidder selected (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily perform the Contract. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

20.2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

20.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; Bank will proceed to the next



best-evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

#### 21. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

21.1. Bank reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

#### 22. ACCEPTANCE OF BID

22.1. Prior to the expiration of the period of Bid validity, Bank will notify the Successful Bidder in writing, that its Bid has been accepted.

#### 23. SIGNING OF CONTRACT

23.1. After Bank notifies the Successful Bidder that its Bid has been accepted; the Bidder should sign the Contract and complete the execution of all other legal documents within 15 days of the acceptance of Purchase Order(PO)/ Letter Of Intent(LOI).

23.2. The signing of Contract should be accompanied by the submission of Non- Disclosure Agreement, Deed of Indemnity, Performance Bank Guarantee and such other documents as desired by the Bank as per the format mentioned herein. No changes / modifications shall be allowed / entertained in the formats / language of the said documents..

23.3. The Contract form and all other documents would be signed at Mumbai only (Refer Section-5) within 15 days of receipt of notification of award of contract.

23.4. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.

23.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the Contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

#### 24. DISCHARGE OF BID SECURITY

24.1. EMD of successful Bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the Performance Bank Guarantee to the satisfaction of Bank.

24.2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (thirty) days after the conclusion of the Contract.

24.3. All the Bidders are required to submit the EMD refund request in the format given in the RFP.

#### 25. PERFORMANCE BANK GUARANTEE

25.1. The value of the Performance Bank Guarantee will be 10 % of the yearly Contract value.

25.2. The successful Bidder shall submit the Performance Bank Guarantee within 15 days of the receipt of acceptance of the Contract/LOI / PO, as per the format in Section-5



25.3. The Bidder shall submit a fresh Bank guarantee at the time of annual renewal of the Contract. Every Bank Guarantee shall be valid for a period of 24 months (including a claim period of one year) from the date of execution of Contract or acceptance LOI / Purchase Order whichever is earlier.

25.4. The performance security will be a Bank Guarantee denominated in Indian Rupees issued by a scheduled commercial bank (other than IDBI BANK) and directly forwarded to Bank.

25.5. The proceeds of the performance security shall be payable to IDBI Bank as compensation for any business loss due to not providing standby equipment and any other loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.

25.6. Failure of the Successful Bidder to comply with the requirement of the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event IDBI Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

25.7. The Performance Bank Guarantee for a respective year will be discharged by Bank and returned to the Successful Bidder after expiry of the claim period of the Performance Bank Guarantee for the respective year.

## SECTION - 3

## 1. DEFINITION

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1.1. "The Contract" means the agreement entered into between Purchaser and the Successful Bidder as recorded in the Contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for Annual Maintenance Contract, Facility Management Services Contract and IT Assets Inventory Reconciliation for locations / sites of IDBI Bank as inclusively stated under sections Service Level Expectations & Scope of work (**Section-4**).

1.2. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

1.3. "Purchaser" means IDBI Bank Limited including its successors and assigns.

1.4. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

1.5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

1.6. "Service Period" means the period of 2 years commencing from the date of the Execution of Contract or acceptance of LOI/PO, whichever is earlier.

1.7. "System" or "Equipment" means the Computer Hardware and its related peripherals as mentioned in the Bid.

1.8. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.

1.9. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

1.10. "Business Day" means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).

1.11. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties

including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement

1.12. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

1.13. "Effective Date" means the date of acceptance of LOI/PO issued to the Vendor or signing of Contract for the first year, whichever is earlier. If this Contract is executed in parts, then the date on which the last such Contracts is executed shall be construed to be the Effective Date

1.14. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

1.15. "Parties" means the Purchaser and the Successful Bidder/Vendor and "Party" means either of the Parties.

1.16. "Site" means the place where IT equipments / FMS staff are deployed or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

## 2. INTERPRETATION

In this Contract unless a contrary intention is evident:

- 2.1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender;
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.

2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

### 3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.

3.1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as per format given in Section-5 .

3.2. Execution of a Deed of Indemnity as per format given in Section-5 .

3.3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

3.4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.

3.5. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

### 4. STANDARD OF PERFORMANCE

4.1. The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with third parties.

### 5. USE OF CONTRACT DOCUMENTS AND INFORMATION

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-5. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

5.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

## 6. INDEMNITY

6.1. The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Section-5, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

6.2. The provisions under this clause shall survive the termination of the Contract.

## 7. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

7.1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements / documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

7.2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

7.3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.

7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

## 8. INCIDENTAL SERVICES

8.1. The incidental services to be provided pursuant to and in accordance with the Contract are as under:

- 8.1.1. Performance of on-site AMC, FMSC and IT Assets Inventory Reconciliation of the System;
- 8.1.2. Furnishing of services required for maintenance of the rendered Systems.
- 8.1.3. Maintenance of the rendered equipment for the "Service Period", provided that this maintenance shall not relieve the Vendor of any warranty period obligations under and in accordance with this Contract; and
- 8.1.4. Any other related services as the Purchaser may require and deem fit.

## 9. CONTRACT AMENDMENTS

9.1. No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1927/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

## 10. DELAYS IN THE BIDDER'S PERFORMANCE

10.1. Delivery of the services by the Successful Bidder shall be strictly in accordance with the Scope of work (SOW) & Service Level Agreement (SLA) prescribed by the Bank. Time is of the essence of Contract.

10.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery services, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the Bank shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

10.3. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

- 10.3.1. Forfeiture of Its Performance Bank Guarantees (PBG).
- 10.3.2. Termination of the Contract for default.

## 11. ISSUE OF BANK GUARANTEE

11.1. The Performance Bank Guarantee, shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and **forwarded directly to the IDBI Bank by the issuing Bank.**

## 12. DISPUTE RESOLUTION

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

- 12.1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

12.1.2. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. \_\_\_\_\_ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

12.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Section 29B of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

12.3. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

12.4. The provision under this section survives the contract.

### 13. ADDRESSES FOR NOTICES

13.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) upon receipt of confirmation receipt when sent by facsimile; or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Tower, IT Dept., 8th floor, WTC Complex, Cuffe Parade, Mumbai – 400 005.
	<b>Attn:</b> Deputy General Manager <b>Tel:</b> +91-22-66700676
In the case of the Bidder	<..... company name & Address ..... > ..... .....
	<b>Attn:</b> Shri..... <b>Tel:</b> +91- ..... <b>Fax:</b> +91-..... <b>Email:</b> .....

13.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.



#### 14. TAXES AND DUTIES

14.1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with transportation of equipment to the specified site including incidental services and commissioning.

14.2. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

14.3. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

14.4. The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

14.5. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

#### 15. SUCCESSFUL BIDDER'S INTEGRITY

15.1. The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### 16. SUCCESSFUL BIDDER'S OBLIGATIONS

16.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

16.2. The Successful Bidder would be required to install and implement the requisite infrastructure as per AMC requirement (mentioned in Section-4) to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed equipment /hardware/software.

16.3. In addition to the aforementioned, the Bidder shall perform the Services at locations specified by the Purchaser and establish the necessary infrastructure by qualified personnel / competent person and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.

16.4. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful



Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

## 17. SURVIVAL

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

17.2. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

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

## 18. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS.

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

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

18.3. However, IDBI Bank shall have such rights against the successful Bidder.

## 19. KEY PERFORMANCE MEASUREMENTS

19.1. Unless specified by the Purchaser to the contrary (in writing), the Bidder shall deliver the services in accordance with the terms of this RFP/Contract.

## 20. COMMENCEMENT AND PROGRESS

20.1. The Bidder shall proceed to carry out the delivery of services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP/Contract/Purchase Order/s and shall meet the standards of good industry practice.

## 21. REPORTING PROGRESS

21.1. Bidder shall monitor progress of all the activities specified in the scope of work and submit weekly progress report about various aspects of the works / Services such as performance, incident management for all systems covered under AMC / FMSC. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted weekly, monthly & quarterly.

21.2. Bidder shall also provide IT Asset Inventory reconciliation details in the predefined format provided by the IDBI Bank at end of every quarter.

21.3. Also the successful AMC/FMSC vendor will have to participate in weekly meetings with the IDBI Bank to discuss on various issues concerning efficient and timely call resolution.

21.4. In case the performance falls below par during execution of Services, the Bidder should notify the IDBI Bank in writing about the same with proper causes for the delay and recovery procedures in order to overcome on it. Bidder shall deploy extra/additional resources at no extra cost in order to improve the performance & meet agreed SLA/SLE.

## 22. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

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

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

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

22.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

22.5. Successful Bidder shall ensure that requisite Licenses under the Contract Labour (Regulation & Abolition) Act, 1970 (CLRA) have been complied in case of deployment of their personnel for providing the Services falls within the activities under provisions of CLRA. Further, it shall be the obligation of the Successful Bidder to ensure that applicable / beneficial minimum wages / salaries, as prescribed under CLRA from time to time, shall be paid by the Successful Bidder to the personnel deployed for the activities falling under the provisions of the CLRA and Registers / Records evidencing the said payment have to be maintained at appropriate office / establishment / place as prescribed under CLRA. It may be mentioned that the Purchaser shall not be held responsible for violation of any provisions of the CLRA and loss / damage / expense, in any manner, occur to the Bank in this regard shall be reimbursed to the Bank and shall be indemnified by Successful Bidder .

22.6. The Successful Bidder(s) shall be responsible for the payment of wages / and all other dues to its employees. All liabilities arising out of violation of any local and Central Laws shall be the sole responsibility of the Successful Bidder(s) without encroaching upon the rights and liabilities of the Bank in any manner whatsoever.

## 23. STATUTORY REQUIREMENTS

23.1. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia labour laws and shall keep Purchaser indemnified in this regard.

23.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank or RBI. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank or RBI to the

premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

23.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

## 24. CONTRACT PRICES

24.1. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

24.2. Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

## 25. INFORMATION SECURITY

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

25.2. The Bidder personnel shall follow The Bank's information security policy and instructions in this behalf.

25.3. Bidder acknowledges that The Bank's business data and other proprietary information or materials, whether developed by The Bank or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could cause damage to the Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

25.4. Bidder shall, upon termination of this Contract for any reason, or upon demand by The Bank, whichever is earliest, return any and all information provided to Bidder by The Bank, including any copies or reproductions, both hardcopy and electronic.

25.5. Bidder shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."

25.6. The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data,

equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.

25.7. The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.

25.8. The bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the Bank (as amended from time to time), which will be shared by the Bank with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.

25.9. The bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in our Bank premises.

25.10. The Bidder shall provide the DC/DR support for the application / servers hosted on behalf of the bank and the same to be in line with respect to the RTO and RPO of Bank's BCP.

25.11. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in Section 5.11.

## 26. OWNERSHIP AND RETENTION OF DOCUMENTS

26.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

26.2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

## 27. DATA HARDWARE

27.1. By virtue of this Contract, the Bidder's team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Successful Bidder or his team in the course of performing the Services under this Contract.

## 28. REPRESENTATIONS AND WARRANTIES

28.1. In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

28.1.1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing the Services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be

required to successfully set up the required infrastructure and to enter into this Contract and provide the Services sought by the Purchaser, under and in accordance with this Contract.

28.1.2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services under the Contract.

28.1.3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

28.1.4. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.

28.1.5. That the Bidder shall ensure that all assets including but not limited to equipment, licenses, etc. developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

28.1.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

28.1.7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

28.1.8. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

28.1.9. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

28.1.10. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies..

28.1.11. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorise the execution, delivery and performance by it of the Contract.

28.1.12. That all conditions precedent under the Contract has been complied.

28.1.13. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any

provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

28.1.14. That the Bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

28.1.15. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

28.1.16. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

28.1.17. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

## 29. CONFIDENTIALITY

29.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

29.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

29.1.2. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

29.1.3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

29.1.4. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

29.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

29.2.1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

29.2.2. is independently developed by the recipient without breach of this Contract;

29.2.3. information in the public domain as a matter of law;

29.2.4. is received from a third party not subject to the obligation of confidentiality with respect to such information;

29.2.5. is released from confidentiality with the written consent of the other party.

29.3. The recipient shall have the burden of proving that Clauses (30.2.1) or (30.2.2) above are applicable to the information in the possession of the recipient.

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

29.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

29.6. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event



less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

29.7. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

### 30. TERM AND EXTENSION OF THE CONTRACT

30.1. The term of the Contract shall be for a period of two years from the date of acceptance of Purchase Order (PO) or signing of agreement for the first year whichever is earlier and shall be renewed annually upon satisfactory performance during the preceding year/s. PO will be raised separately for each year.

30.2. IDBI Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least one month before the expiration of the term here of, whether it shall grant the Bidder an extension of the term on same RFP T&C of the preceding year. The decision to grant or refuse the extension shall be at the discretion of IDBI Bank.

### 31. TERMINATION

31.1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written **thirty days notice** indicating its intention to terminate the Contract under the following circumstances:

31.1.1. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.

31.1.2. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

31.2. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of **thirty days** to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

31.3. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.

31.4. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.



31.5. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

## 32. CONSEQUENCES OF TERMINATION

32.1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

32.2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

32.3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

32.4. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

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

32.6. Termination survives the Contract.

32.7. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

### 33. CONFLICT OF INTEREST

33.1. The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### 34. PUBLICITY

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

### 35. RELATIONSHIP BETWEEN THE PARTIES

35.1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.

35.2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

35.3. The Purchaser has no obligations to the Bidder's team / personnel except as agreed under the terms of this Contract.

35.4. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder(s) for performing its obligations under the Contract/Tender shall be in sole employment of the Successful Bidder(s) and the Successful Bidder(s) shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/death/termination of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder(s).

35.5. The Successful Bidder(s) shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder(s) or its team/agents/representatives/personnel etc.) in the course of performing the service(s) as soon as possible after it becomes aware of that conflict.

35.6. The Successful Bidder(s) shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless IDBI Bank first gives the Successful Bidder(s) its prior written consent.

### 36. NO ASSIGNMENT

36.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

### 37. ENTIRE CONTRACT

37.1. The terms and conditions laid down in the Bid and all Annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract.

This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### 38. GOVERNING LAW

38.1. This Contract shall be governed in accordance with the laws of India.

#### 39. JURISDICTION OF COURTS

39.1. Subject to the Dispute Resolution clause specified above, the courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

#### 40. "NO CLAIM" CERTIFICATE

40.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he has signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

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

#### 41. COMPLETION OF CONTRACT

41.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

#### 42. PENALTY

42.1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Agreement (SLA)/Service Level Expectation (SLE) given in Section-4 of this Bid Document.

42.2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section-4 of the Bid Document.

#### 43. INSURANCE TO BE TAKEN OUT BY THE BIDDER

43.1. The Bidder shall :

43.1.1. Take out and maintain at their own cost but on the terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.

43.1.2. At the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

43.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

- 43.3. Third party liability insurance with a sufficient coverage for the period of the Contract.
- 43.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- 43.5. Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 43.6. Insurance against loss of or damage to (i) System(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- 43.7. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
- 43.8. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Document, subject to the provisions stipulated therein.
- 43.9. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation/testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

#### 44. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

- 44.1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.
- 44.2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.
- 44.3. Purchaser's right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services' arrival at the destination shall in no way be limited or waived by reason of the goods/services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods/Services' shipment from the place of origin.
- 44.4. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
- 44.5. The cost of inspection at the Vendor site will be borne by the Vendor. In the event of faulty/ defective material being delivered at the destination, the cost of the testing will be borne by the vendors. In other circumstances where the Bank wishes to have a secondary inspection at its own site, cost will be also born by bidder only.

#### 45. RECORDS OF CONTRACT DOCUMENTS

45.1. The Bidder shall at all-time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.

45.2. The Bidder shall keep at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of Bidder's offices are deployed in the works, all requirements of the Contract and Bidder's obligation under the Contract shall apply equally at each office so deployed.

#### 46. LIMITATION OF LIABILITY:

46.1. Notwithstanding anything contained in the RFP, If the Successful Bidder fails to perform the Services as per the terms and conditions under the RFP/Contract or breaches any of the obligations before or if Bidder repudiates the Contract before completion of the Service Period, the Bidder shall be liable to pay damages to the Bank.

46.2. Bidder's aggregate liability shall be subject to an overall limit of 100% of the Contract Price for Service Period.

46.3. The limits specified in Sub-Clause (47.2) above shall not apply to:

46.3.1. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole wilful misconduct of the Bidder or its employees;

46.3.2. Claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;

46.3.3. Indemnity provided by the Bidder at section 5 of this RFP.

46.4. During the tenure of the contract, Reserve Bank of India (RBI) or one or more of its officers or any person authorized by it shall have the right to inspect the books and account of the Bidder including but not limited to the documents provided by the Bank, record of transactions with regard to the services provided to the Bank, and other necessary information given to, stored or processed by the Bidder within a reasonable time. The Bidder shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws in this regard.

46.5. The Bidder shall ensure that it has a contingency plan in place for its business continuity by having a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The same shall be periodically tested by the Bidder. The Bank may also consider occasional joint testing and recovery exercise with the Bidder.

## SECTION – 4

## 1. REQUIREMENT (SUMMARY)

1.1. The Bank intends to award Contract for the Annual Maintenance of Network IT equipments and Facility Management Services Contract for Network IT Assets deployed at branches/offices PAN India which shall be for a period of two years. The Contract shall be reviewed at the end of the first year and shall be renewed for the second year only if the performance is found satisfactory during the preceding year.

1.2. The Vendor shall undertake to maintain highest service standards as per industry practice. The Bidder shall arrange for qualified resident engineers (Graduates, IT Diploma Holders, Network certified engineers) with at least two years' experience in LAN, WAN /Peripheral (Routers / Switches/Modems/hubs/NT1 etc) support to meet the pre-defined & agreed service levels. In order to ensure smooth functioning of the operations, personnel with appropriate skills, aptitude and experience shall be deputed at IDBI Data center-Belapur.

1.3. The Vendor shall submit complete details such as resume, photograph of engineers to be deployed at IDBI Bank. The Bidder shall ensure referral check (Police Verification) for all their personnel deployed at IDBI Bank offices. Bank reserves the right to accept / reject the proposed personnel.

1.4. The Bidder shall possess professionally skilled personnel / resources for providing Annual Maintenance and Facility Management services in order to perform its obligations under the Bid and this Contract.

1.4.1. Bidder shall adhere to the Information Technology Information Library (ITIL) practices for the services and shall provide support to all Network Devices / Devices Software (e.g, IOS) of IDBI Bank including installation and troubleshooting.

1.4.2. Bidder shall have training facility & shall be able to provide training to the end users whenever required.

1.4.3. Bidder shall provide the staff deployed at IDBI Bank with proper communication equipments like mobile phone etc. & other amenities (like Toolkit) essential for prompt and efficient services.

1.5. Bidder has to make alternate arrangements for resignation/reassignment of their FMS personnel & intimate the same to IDBI Bank at least a week in advance.

1.6. The service timings shall normally be 8.30am to 8.30pm on all working days of IDBI Bank except Sundays / 2nd & 4th Saturdays of a month / any other IDBI declared Holidays (National). The Successful Bidder, however, shall make the services available to the Bank even beyond office hours when required whether it is a working day or a holiday at all Branches/Offices of the Bank at no extra cost.

1.7. In case the IDBI Bank desires to shift any IT equipment under the AMC/FMS cover from one place to another, the bidder shall make an engineer available for the purpose of dismantling, pre-shifting inspection, post-shifting inspection, installation etc.

1.8. The Bidder shall ensure that necessary toolkits and test equipments needed for the maintenance are provided to their (resident / field) engineers that are required to perform the required maintenance and Facility Management.

1.9. The Bidder shall provide on-site comprehensive maintenance services including repair/replacement of faulty / defective spare parts of IT equipments. The Bidder shall provide equivalent or higher model as standby against faulty IT Network equipments (Router / Switch etc.) at all circumstances wherever hardware is not made functional within the defined timelines as per the SLE/SLA hereof (Section-4). Bidder shall ensure that necessary IOS are installed on Standby IT Network equipment in order to carry out day-to-day work at IDBI Bank. All the parts of IT equipments shall be covered under AMC.

1.10. The Bidder shall provide support for all the IT Network equipments as per the list provided by the IDBI Bank during contract period. The Bidder shall confirm in writing to the Network team for providing a replacement to IT equipment that is not repairable within the timelines set in the SLE/SLA. The replacement of product, however, subject to IDBI Bank's approval, shall be of the same configuration as the equipment being replaced or higher. The bidder shall not use IT equipment declared as non-repairable as standby / replacement any time later during the contract.

1.11. Defective equipment shall be repaired / replaced by the Bidder at his own cost, including the cost of transport if any. New releases (minor / major) of IOS versions, bug fixes etc. for the hardware shall be provided to the IDBI Bank at no extra charge, with necessary documentation.

1.12. The Bidder shall maintain adequate stock of IT equipments / Spares proportionate to the Bank's inventory at their service centres in order to comply with the SLE/SLA requirements.

1.13. The Bidder shall have to work in co-ordination and parallel with other vendors / contractors at site in order to ensure timely resolution of the issue reported by IDBI Bank within the agreed SLA. In order to meet defined / agreed SLA, Bidder shall have to deploy additional resources or shall assign FMS engineers multiple times at IDBI Bank site/s, if required, at no extra cost.

1.14. The Bidder shall obtain all necessary permissions, approvals and licenses for use of different software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the IDBI Bank indemnified in relation thereto that the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

1.15. Representations made by the Bidder in its Bid shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the IDBI Bank specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

1.16. The Bidder shall be responsible for any mishap or accident or untoward incidence during the maintenance of computer hardware and other devices which may occur due to negligence / default on the part of the Bidder or its staff deployed at the IDBI Bank's premises.

1.17. The Bidder shall indemnify the IDBI Bank against any and all losses or damages caused during and after the execution of Services done either by him or his staff representatives either directly or due to their



negligence, in the form and to the satisfaction of IDBI Bank. Bidder shall further indemnify IDBI Bank Ltd. its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and/or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third -party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the services or any part thereof and/or otherwise.

#### 1.18. Implementation and Integration Services

1.18.1. Bidder shall prepare a detailed project plan in concurrence with the IDBI Bank.

1.18.2. Bidder shall label all the IT equipments covered under AMC in order to avoid opening of IT Equipments under warranty.

## 2. SCOPE OF WORK

2.1. The Bank reserves the right to enhance, amend, modify the scope of work, herein below mentioned to give effect to the purpose of this RFP.

2.2. IDBI bank is also in process of procurement of Network devices against the devices which are declared as End of Support/obsolete. In such case any Network device getting decommissioned/removed during the contract period, AMC payment shall be made on pro-rata basis for that particular device.

2.3. As per the geographical mapping between the Bidder's Service locations (PAN India) & IDBI branches, the Bidder shall provide Network equipment Maintenance/ Facility Management support as follows:

- ✓ The Successful Bidder has to supply the hardware parts and software required to rectify the hardware issues reported within the specified SLA levels. The Service Provider should maintain adequate spares and skilled manpower at various locations required to support and maintain the Network Equipment and also meets the service levels mentioned in this RFP.
- ✓ The Successful Bidder shall provide on-site comprehensive hardware and software (Routers, Switches IOS, modems, hubs, NT1 etc.) maintenance services including replacement of faulty / defective parts/spare parts by either equivalent or similar make model against faulty IT equipment at all circumstances to make the network equipment functional within defined SLA. At all times the engineer should provide a solution to the Bank without any data loss. In case it is not feasible he should inform the concerned officer that proper backup to be taken before carrying out the resolution activity.
- ✓ The Successful bidder shall arrange standby replacement (equivalent or similar make model against faulty IT equipment) for the cases where Network devices got faulty due to power issue (devices burnt), natural calamity till the bank arranges the permanent replacement of the faulty devices.
- ✓ The Successful Bidder shall possess professionally skilled personnel / resources for providing Services in order to perform its obligations under the Bid and this AMC.



- ✓ The Successful Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of different software and any copyrighted process/product free from all claims, titles, interests and liens there on and shall keep the Bank indemnified in relation there to that the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- ✓ The Bidder shall provide on-site comprehensive maintenance services including repair / replacement of faulty / defective parts for all IT Network assets covered in AMC.
- ✓ The Successful Bidder shall undertake to maintain highest service standards as per industry practice.
- ✓ The service timings shall be 24x7x4 for all the critical network equipment and 24x7xNBD for all non-critical equipment listed in Section VII
- ✓ The Successful Bidder shall have 24x7 support center for call logging and remote support services. The contact center numbers and escalation matrix should be provided with the proposals.
- ✓ In case the IDBI Bank desires to shift any system from one place to another, an engineer will be made available by the Successful Bidder for the purpose of dismantling, pre-shifting inspection, post-shifting inspection, installation etc.
- ✓ The Successful Bidder shall use such assets of the IDBI Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of this RFP or the AMC. The Successful Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- ✓ The Successful Bidder shall ensure that necessary toolkit, diagnostic software and test equipment needed for maintenance is provided to their field engineers and contact centers.
- ✓ The Successful Bidder shall provide support for all the Network equipment as per the list (Section - 6) provided by the IDBI Bank during AMC period. However, the Successful Bidder shall confirm for providing replacement of the Network equipment in case of non-repair of AMC item (if any). The replacement of equipment is subject to Bank's approval, will be the same of the higher configuration. Network equipment declared as non-repairable by Successful Bidder shall not be used as standby/replacement in IDBI Bank in future.
- ✓ Defective equipment shall be replaced by the Successful Bidder at their own cost, including the cost of transportation if any. New releases (minor /major), versions, bug fixes etc. for the Network Equipment shall be provided to the IDBI Bank at no extra charge, with necessary documentation.
- ✓ The Successful Bidder shall maintain adequate stock of Network equipment / Spares as per Bank's inventory at their service center to meet the SLA.
- ✓ The Successful Bidder shall have to work in parallel along with other service providers / contractors at site in order to ensure timely resolution of the issue reported by IDBI Bank within agreed SLA. In order to meet defined/agreed SLA, Bidder shall have to deploy additional resources or shall assign engineers multiple times at IDBI Bank site/s, if required, at no extra cost.
- ✓ The Successful Bidder shall not be involved in any major litigation (potential, threatened and existing) that may have an impact of affecting or compromising the performance and delivery of Services / Systems under the AMC.

### 2.3 IT Asset Inventory Reconciliation:

- 2.3.1 The Bidder shall carry out IT asset Inventory reconciliation at every Branch / Offices on half yearly basis and submit detail report of the inventory at the location including untagged & obsolete IT equipments (covered / to be covered under AMC), to the Network team. Bidder shall communicate to Branch/Offices for IT Asset Inventory reconciliation activity well in advance and get it completed well in time.
- 2.3.2 IT Asset inventory reconciliation report to be submitted at the end of every six months or in the 1st month of consecutive half year Submission of reports and invoices thereafter will not be accepted

### 2.4 Facilities Management Services (FMS)

The Successful Bidder shall provide onsite FMS engineer at Belapur Mumbai office as mentioned below:

Sr. No	Location	Profile	Service Window	Time Window *	No. of resources *
1	DC Belapur Mumbai	Project Manager	9 X 6	09:45 am to 06.45 pm	1
2	DC Belapur Mumbai	FMS Engineer	9 X 6	08:30am to 05.30pm 09:45am to 06.45pm 11.30am to 08.30pm	2 2 1
3	DC Belapur Mumbai	FMS Engineer (Asset Reconciliation)	9 X 6	09.45 am to 06.45 pm	1

(\*)Time window and no. of resources are tentative and the same will be changed as per business requirement. If the manpower provided by the successful bidder is not as per specified qualification and manpower strength mentioned in the RFP, the same will be also considered as manpower deficiency.

Vendor has to provide 100% availability of all the resources (7) in the particular shift. Vendor has to make all the necessary backup arrangement to provide the support and manpower as specified above shift timing, irrespective of their weekly off/holiday. Penalties will be applicable in case of any manpower deficiency.

### Skill sets of personnel to be deputed to the Bank - Technical qualifications a prerequisites

#### 2.4.1 Project Manager

Experience	Above 5 Years
Qualification	Degree/Engineering / ITIL
Deliverables	<ul style="list-style-type: none"> <li>➤ SPOC during the tenure of the engagement and Drive support services.</li> <li>➤ Handle engineers shift plan, leave management (scheduled/ unscheduled) during the engagement</li> <li>➤ Handle all Major escalations conflicts, risk analysis and ensure speedy resolution,</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Conduct monthly review meetings</li> <li>➤ Ability to lead and manage the team.</li> <li>➤ Implement best practices solutions with constant improvement in quality,</li> <li>➤ Maintaining, generating &amp; analyzing all related reports- WAN incidents,</li> <li>➤ Maintain good relation with Client, team and vendor to the best interest of the company,</li> <li>➤ Relationship management.</li> <li>➤ Establish best practices and policies for installing, configuring, maintaining and troubleshooting network hardware devices</li> <li>➤ Maintain network asset management, incident management, change management, network equipment inventory and related documentation.</li> <li>➤ Have good communication skills.</li> </ul>
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#### 2.4.2 FMS Engineer / FMS Engineer (Asset Reconciliation)

Experience	Minimum 2 Years
Certification	CCNA
Qualification	Diploma/Degree/Engineering
Networking Skills	<ul style="list-style-type: none"> <li>➤ Knowledge on installation, configuration and troubleshooting on Routers and Switches.</li> <li>➤ Router access control management.</li> <li>➤ Fault management of routers / switches.</li> <li>➤ Corrective actions to resolve faults to ensure high network uptime.</li> <li>➤ Troubleshooting and debugging of problems.</li> <li>➤ Coordination with branches/ Field engineer for early restoration of down call.</li> <li>➤ Logging the Hardware call for any IT Network hardware related issue, updating &amp; closing the call in the 'portal' provided by the bank.</li> </ul>

### 3 SERVICE LEVEL EXPECTATIONS (SLE)

3.1 This section lists the minimum Service Level Expectations (SLE) required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a Service Level Agreement(SLA) with IDBI Bank before the award of the contract as per the format provided by IDBI Bank.

#### 3.2 SLA for Network Equipment

- 3.2.1 Bidder shall provide AMC support (parts + labor) as per geographical mapping between Successful Bidder's Service Locations (All over India) & IDBI branches/Offices/Data centers.
- 3.2.2 The selected Service Provider has to supply the hardware parts and software (IOS, patches etc) required to rectify the hardware and software issues reported within the specified SLA levels. The successful bidder shall maintain adequate spares and skilled manpower at various locations required to support and maintain the network equipment and also meets the service levels mentioned in this RFP.
- 3.2.3 Bidder shall carry out preventive and corrective maintenance activities to ensure that all hardware performs without defect or interruption for ensuring availability of systems as well as time to time Software Up gradation of systems with latest available releases at no extra cost during the contract period. If during AMC, any hardware fails on four or more occasions in a quarter, equivalent new part/ module or hardware in lieu of the faulty part or module shall be replaced by bidder at no extra cost to IDBI bank.
- 3.2.4 For the critical network equipment where OEM is not able to provide the AMC support (4-hrs replacements from OEM- 24\*7\*4) directly and declare from OEM (For the total or partial period during contract phase), Bidder should provide partner support for those equipment under the same RFP/SLA term mentioned above. Penalties will be applicable as per SLA of network equipment.

#### 3.3 SLA for Critical Network Equipment AMC Support

- 3.3.1 Bidder shall ensure that Support is completely back-lined with the OEM directly, for the entire contract period for the all network equipment (mention in Section- 6) within 15 days of receiving the PO/ LOI from the bank.
- 3.3.2 Bidder shall ensure that they propose the highest level of support (4-hrs replacements from OEM- 24\*7\*4) directly from OEM and same should be certified with relevant documents from the OEM as proof, before any AMC payment is released.
- 3.3.3 The support level back-lined shall ensure that the TAC/ RMA cases can be opened by IDBI directly if required.
- 3.3.4 IDBI shall have support contract visibility with the OEM directly and shall have the choice of escalating a case with OEM directly, if required.
- 3.3.5 Proof of the above needs to be provided to the Bank directly from the OEM, before any payment is released to the bidder for the AMC support.
- 3.3.6 Response time for all network related equipment shall be on an immediate basis (2hr Response time), resolution shall be within 4hrs time. All response / resolution times mentioned above include travel time of the supporting engineer. The System Integrator shall carry out preventive maintenance on every system once in every quarter & submit the report.

Sr. No	Description	AMC Support
1	Critical Network equipment mentioned in Section-6	24x7x4 for all critical network equipments mentioned in Section-6 (i.e. Within 4 hours from call-log on 24*7 basis)

3.3.7 Uptime Commitment: The bidder shall guaranty a monthly **99.5 %** uptime of all the critical network devices mentioned in Section-6 from the date of commencement of contract/purchase order/LOI whichever is earlier.

The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted minutes in a month} - \text{downtime during contracted minutes}) * 100}{\text{Total contracted minutes in a month}}$$

**Note: Any planned shutdown shall not be considered for calculating SLA**

3.4 **SLA for Non-Critical Network Equipment** (Branch Routers, switches, NT-1 & Modems etc.) **(24x7xNBD AMC Support)**

Classification	Response Time (#)	Resolution Time (#)
Metro	2 Hr	Same Day
Urban	2 Hr	Same Day
Semi Urban(*)	4 Hr	NBD*
Rural(*)	4 Hr	NBD*

(#)Response / Resolution Time starts from the time the call is logged.

(For calls logged after 2:00 PM (IST), the resolution time shall be the next business day.)

(\*) For Semi Urban & Rural branches, if distance of the branch is more than 150km from vendors' service center or call logged after 2.00 PM (IST), resolution time would be the NBD.

3.5 IDBI Bank has procured and installed network equipment of different makes at various branches and Data centers and these equipment will have to be maintained under warranty or AMC during the currency of the contract. The charges for maintenance of the network equipment shall be the uniformly same as what is quoted for a branch network equipment.

#### 4 PENALTY FOR DEFAULT IN SUPPORT / SERVICES

4.1 The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Agreement/Service Level Expectations Document given in Section-4 (3).

4.2 The on-going performance and service levels of the Bidder will be measured as per parameters defined above in SLA/SLE.

4.3 The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

#### 4.4 Penalty for Network Hardware covered under AMC

##### 4.4.1 Penalty for Critical Network Equipment(24x7x4 AMC Support)

- In case of Critical Network Equipment, if the uptime falls below the levels as tabulated below, IDBI Bank shall impose a penalty of 1% of the monthly AMC charges for the specific critical network equipment for each percent of loss of uptime below the guaranteed level:

Uptime (%)	Penalty as (%) of total monthly payment (per device)
>=99.5	0
>=99 and < 99.5	1
>=98.5 and < 99	2
>=98 and < 98.5	3
>=97.5 and < 98	4
>=97 and < 97.5	5
>=96.5 and < 97	6
>=96 and < 96.5	7
>=95.5 and < 96	8
>=95 and < 95.5	9
< 95	No Payment

##### 4.4.2 Penalty for Non-Critical Network Equipment (24x7xNBD AMC Support)

In case the bidder fails to meet the above standards of maintenance, a penalty of Rs.500 per day per device up to a maximum of Rs.10,000/- shall be levied.

##### 4.4.3 Penalty for onsite FMS engineer:

The FMS engineer should perform their duties satisfactorily as per the scope and duties mentioned above. In case of non-performance by member/s, vendor has to replace the resource/s within 45 days of written communication about the same. Failure to replace the resource will attract penalty at Rs. 1000/- per week, maximum up to Rs.5000.

Failure in providing the resource as per the manpower allocation will result in penalty at Rs.1000/- per week or part, subject to a ceiling of Rs.10,000/-.

IDBI Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

Purchaser may without prejudice to its right to affect recovery by any other method, deduct the amount of penalty from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.

- 4.4.4 In case of a call remain unresolved for more than 7-days or Bank's original IT equipment is not repaired (wherever standby IT equipment is provided) within 15 business days from the date standby was provided, the Bank reserves the right to get it repaired / hired / replaced at its own and adjust the cost incurred towards the same in the payments due to the Bidder over & above the penalty. However, the AMC will continue for such equipments.
- 4.4.5 Amount towards penalty of Hardware calls shall be adjusted against the bill submitted for AMC charges payable every month by IDBI Bank.

## 5 STANDARD PERFORMANCE

5.4 The Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted practices used in industry. It shall employ appropriate procedures and methods. The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with the third parties.

## 6 ANNUAL MAINTENANCE (AMC)

The **list of Network IT equipments to be covered under comprehensive AMC** is given below. It shall be noted that the list is indicative & the Bidder should include any other IT asset / service, which is necessary to meet the end objectives of IDBI Bank as detailed in this section.

**\*\* The unit rates quoted for the IT equipments covered under AMC shall apply for any additional equipments shall be covered under AMC during the currency of the contract on pro-rata basis.**

Device Type	Grand Total
HUB	89
Modem	73
NT1	7
Router	1956
Switch	2757
<b>Grand Total</b>	<b>4882</b>

## 7 FACILITY MANAGEMENT SERVICES (FMS)

To be deployed at IDBI Bank branches/offices as given above in 2.4:

Resource Type	Total
Project Manager	1
Engineers	5
Engineer (Asset Reconciliation)	1
<b>Total</b>	<b>7</b>

**\*\* The unit rates quoted for the above shall apply for any additional resources required during the tenure of the contract. IDBI bank has reserves the right to increase or decrease the FMS resources by giving the 30 days notice as per bank requirement. In such case payment for respective resource will be made on pro-rata basis.**

## 8 LIST OF IT EQUIPMENTS

The list of Network IT equipment is given in **annexure V**. It shall be noted that the list is indicative & the Bidder should include any other IT asset / service, which is necessary to meet the end objectives of IDBI Bank as detailed in this section.



## SECTION-5

## 1. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date: .....

The Deputy General Manager,  
IT Department  
**IDBI Bank Limited**  
IDBI Tower, 8<sup>th</sup> floor, WTC Complex,  
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

**Sub: RFP for Annual Maintenance Contract Services & Facility Management Services Contract for IT Network Assets**

**Reference No:** IDBI/VMG/RFP/2019-20/xxx

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer Annual Maintenance Contract Services & Facility Management Services Contract in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 10% (Ten percent) of the yearly Contract Price for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

We agree and undertake to abide by the bid terms of Bank including the rates quoted therein for the orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of Bank duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of **Rs. 10 Lakh (Rupees Ten Lakh Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on \_\_\_\_\_, \_\_\_\_\_ Branch payable at Mumbai. We understand that the EMD will be refunded within a period of 30 (Thirty) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this ..... Day of .....2019.

Sign

Name of the signatory

Designation

Company Seal.

2. INDICATIVE COMMERCIAL BID FORM (UNIT RATE FOR AMC & FMSC TO BE PROVIDED IN EXCEL SHEET)

**Price list for AMC & FMS**

**RFP No: IDBI/VMG/RFP/2019-20/XX    Date: XX-XXXX-2019**

Description	1 <sup>st</sup> Year Cost (A)	2 <sup>nd</sup> Year Cost (B)	Total 1 <sup>st</sup> Year + 2 <sup>nd</sup> Year Cost (C) =A+B
<b>AMC cost</b> (as per details provided in Annexure-V of Section-5)			
<b>IT Assets Inventory Reconciliation cost</b> (as per details provided in Annexure-V of Section-5)			
<b>FMS Cost</b> (as per details provided in Annexure-V of Section-5)			
<b>Total amount (In figures)</b>			
<b>Total amount (In Words)</b>			

**Important Instructions:**

- a) L1 bidder will be selected based on ORA.
- b) The **line item wise price break up for AMC & IT Network asset inventory reconciliation** as per details provided in Annexure-V of Section-5 should be attached with this commercial bid as Annexure – I
- c) The **unit cost per FM support resource per year** as per details provided in Annexure-V of Section-5 on should be attached with this commercial bid as Annexure –II
- d) For any additional equipments to be covered under Annual Maintenance and any additional human resources required during the tenure of the contract, the unit prices shall remain the same throughout the 2 years' contract period as shown in the respective price break up.
- e) IDBI bank is also in process of procurement of Network devices against the devices which are declared as End of Support/obsolete. In such case any Network device getting decommissioned/removed during the contract period, AMC payment shall be made on pro-rata basis for that particular device.
- f) IDBI has the right to increase or decrease the FMS resources count by giving the 30 days notice for the respective resource. In such case payment for respective resource will be made on pro-rata basis.

**Note: -**

- a) Prices quoted should be **exclusive of GST**.
- b) All other duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, if any, are included in the Bid price.
- c) Price for all items mentioned above is mandatory.
- d) The Vendors will be shortlisted after the evaluation of their Technical Bids and ORA.
- e) IDBI Bank Ltd reserves the Right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or

Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IDBI Bank Ltd.'s action. Any decision in this regards by IDBI Bank Ltd shall be Final, conclusive and binding on the Bidder.

The price bid is to be submitted along with the price schedule in the next page.

We declare that all the terms & conditions as per the RFP are agreeable to us.

Signature  
Name of the signatory  
Designation:  
Date:  
Place:

Company Seal:

## PRICE SCHEDULE - FORMAT

(To be included in the Price Proposal)

- 1) Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as Vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.
- 2) Prices quoted should be **exclusive of GST**.
- 3) All Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The final price quoted by the L1 bidder after ORA (rate contract) will be valid for a period of 24 months. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, will be admissible during the currency of the Contract.
- 8) Any decision of the Bank, in this connection shall be final, conclusive and binding on us.
- 9) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

Sign

Name of the signatory

Designation

Mobile no.

Company Seal.

Date :

Place:

## 3. FORMAT OF POWER-OF-ATTORNEY

**POWER OF ATTORNEY**

(On Stamp Paper of Rs. 500/-)

Know all men by these presents, we \_\_\_\_\_ (name of the Bidder and its address) do hereby appoint and authorize Shri \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [●], in response to the RFP (RFP for Annual Maintenance Contract & Facility Management Services Contract for IT Assets (Reference No: IDBI/VMG/RFP/2019-20/ XXX Date: \_\_XXXX 2019) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses :

1)

(Name, Signature &amp; Address)

2)

(Name, Signature &amp; Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



**4. FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

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

To,  
**Deputy General Manager,**  
IT Department,  
**IDBI Bank Limited**  
IDBI Tower, 18th floor, WTC Complex,  
Cuffe Parade, Mumbai – 400 005.

**Sub: RFP for Annual Maintenance & Facility Management Services Contract for Network IT Assets**

**Reference No:** IDBI/VMG/RFP/2019-20/xxxx

This is to confirm that we absolutely & unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Bank Ltd. regarding Annual Maintenance Contract Services & Facility Management Services Contract for Network IT Assets deployed at IDBI Bank offices/branches PAN India. The initial AMC –FMS contract period shall be 1 year and shall be further extendable on satisfactory performance of the previous year.

Sign  
Name of the signatory  
Designation  
Company Seal.

## 5. SELF DECLARATIONS

(Undertaking to be submitted on Bidder's Letter Head)

Date:

To,  
DGM (ITD),  
IDBI Bank Ltd.  
IDBI Tower, 18<sup>th</sup> floor, WTC Complex,  
Cuffe Parade, Mumbai – 400 005.

**Sub: RFP for Annual Maintenance & Facility Management Services Contract for Network IT Assets****Reference No:** IDBI/VMG/RFP/2019-20/xxxxxxx

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

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
3. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
7. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
9. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

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

Sign

Name of the signatory

Designation

Company Seal.

## 6. NON-DISCLOSURE AGREEMENT

(Submitted by the successful bidder on stamp paper of Rs. 100/-)

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2 (20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and ..... (*Name of Vendor*) of ..... (Please specify the registered office of the *Vendor*) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder for Annual Maintenance & Facility Management Services Contract for Network IT Assets deployed at branches / locations / sites) pan India of the Bank. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and deliver Annual Maintenance & Facility Management Services Contract for Network IT Assets deployed at branches / locations / sites) pan India of the Bank, has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

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

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships,

business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- (a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - (iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination. The above restriction of period shall be applicable for the information / data of customers of the Bank shared /parted with vendor during the course of this Contract
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - (ii) is independently developed by the recipient without breach of this Contract;
  - (iii) is the public domain;

(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) is released from confidentiality with the prior written consent of the other party.

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

- (c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises of Bank or may require the vendor's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor's of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or other information of Bank that the vendor's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.
- (d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
- (e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

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

Vendor

IDBI Bank Ltd.

Name of the signatory

Authorized Signatory

Designation

Company Seal.

Place :

Date :

## 7. CONTRACT FORM

(Submitted by the successful bidder as per Maharashtra stamp duty act)

**THIS AGREEMENT** made at..... the .....day of ..... 2019 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) ) and a company within the meaning of Section 2 (20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and ..... (*Name of Contractor*) of ..... (please specify the registered office of the (*Contractor*) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

**WHEREAS** the Purchaser vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_ (RFP) invited bids for engagement of Vendor for Annual Maintenance & Facility Management Services Contract for Network IT Assets deployed at branches / locations / sites) pan India of the Bank and has accepted a bid by the Contractor for rendering of the Services for the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called “the Contract Price”) as per the scope of work and service level expectations detailed in RFP.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in RFP.
2. The signed original copy of the RFP submitted by the Contractor with the purchaser shall form an integral part of this Contract Form.
  - i. The parties hereto by way of abundant precaution do hereby agree, admit and declare that all the Contractor’s representations, warranties and undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this Contract Form.
  - ii. Each of the representations, warranties and undertakings of the Contractor contained in the RFP shall be deemed to have been made as of the date hereof.
3. In consideration of the payments to be made by the Purchaser to the Contractor vide PO \_\_\_\_ dated \_\_\_\_\_ as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services as per the Scope of Works detailed in RFP and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by .....  
the within named

M/s. : .....

Name: .....

Date : .....

Witness 1

Witness 2

Name –

Name -

Address -

Address -

Signature :

Name :

Date : .....

Authorised signatory  
By IDBI Bank

Witness 1

Witness 2

Name –

Name -

Address -

Address -



## 8. PERFORMANCE BANK GUARANTEE

(Submitted by the successful bidder)

<b>Bank Guarantee No.</b>	
<b>Bank Guarantee Amount</b>	
<b>Expiry Date</b>	
<b>Claim Amount</b>	

**GUARANTEE FOR PERFORMANCE OF CONTRACT**

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nineteen

BY : \_\_\_\_\_ Bank, a body corporate constituted under \_\_\_\_\_, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

## IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) ) and a company within the meaning of Section 2 (20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuff Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, Bank vide RFP No. \_\_\_ dated \_\_\_\_\_ called for the bids for engagement of Vendor for for Annual Maintenance & Facility Management Services Contract for Network IT Assets deployed at branches / locations / sites) pan India. M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract dated..... with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
2. **AND WHEREAS** pursuant to the Bid Document, the Contract form, annexure, , Forms and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... has agreed to provide to the Bank ..... , more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the Contract price as stated in the said

documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed dated [●] and Non-Disclosure Agreement dated [●] and as such is bound by the same.

3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing ..... towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor , the Guarantor has agreed to guarantee the Bank, payment of the 10% of the yearly Contract Price amounting to .....(in words) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the ..... or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor , towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - 5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
  - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
  - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
  - 5.4. any change in the constitution of Bank/Vendor; or
  - 5.5. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - 5.6. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of ..... (In words) being the 10% of the yearly Contract Price.
7. This Guarantee will expire on \_\_\_\_\_. Any demand or claim under this Guarantee must be received by the Guarantor by \_\_\_\_\_ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

\_\_\_\_\_

by the hand of Shri. \_\_\_\_\_,

its authorized official.

## 9. DEED OF INDEMNITY

(Submitted by the successful bidder on stamp paper of Rs. 500/-)

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

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) ) and a company within the meaning of Section 2 (20) of Companies Act 2013 and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

WHEREAS

1) The Obligor has

- a) a) in response to RFP No. .... dated .....floated by Bank for engagement of vendor for providing Annual Maintenance & Facility Management Services Contract for Network IT Assets deployed at existing and proposed new branches /offices/ other locations of IDBI Bank pan India as per (“Services”) as inclusively stated under sections Scope of Work, Service Level Expectations and Specifications Systems & Solutions of RFP;
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
- c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (the Contract) with the Obligor;

3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its

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

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

NOW THIS DEED WITNESSETH AS UNDER:

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, fire, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, intellectual property rights, patents, copy rights, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement /Contract during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

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

Signed and Delivered on behalf of            )  
( \_\_\_\_\_ )  
by the hand of \_\_\_\_\_,  
\_\_\_\_\_, the authorized official            )  
of the Obligor                                    )

**10. LETTER FOR REFUND OF EMD**

(To be submitted by all the bidders)

To,  
DGM (ITD),  
IDBI Bank Ltd.  
IDBI Tower, 18<sup>th</sup> floor, WTC Complex,  
Cuffe Parade, Mumbai – 400 005.

**Sub: RFP for Annual Maintenance Contract & Facility Management Services Contract for IT Assets**

**Reference No:** IDBI/VMG/RFP/2019-20/xxxx

We \_\_\_\_\_ (Company Name) had participated in the RFP for AMC & FMSC and are an unsuccessful bidder.

**OR**

We \_\_\_\_\_ (Company Name) had participated in the RFP for AMC & FMSC and being a successful bidder, we had submitted all the legal Documents.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	Cheque / DD No.	Drawn on (Bank Name )	Amount
				Rs

Bank details to which the money needs to be credited via NEFT are as follows

1.	Name of the Bank with Branch	
2.	Account Type	
3.	Account Title	
4.	Account Number	
5.	IFSC Code	
6.	PAN No.	
7.	GST No.	

Sign  
Name of the signatory  
Designation  
Company Seal

## 11. INFORMATION SECURITY CERTIFICATE

(This certificate is to be rendered on Letterhead of the bidder)

**Ref.No :IDBI/VMG/RFP/2019-20/xxx**

This is to certify that–

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

Date:

(Signature of Authorized Signatory)

Place:

Name and designation

Company Seal:



## 12. INTEGRITY PACT

**(To be submitted by all the bidders on stamp paper of Rs. 500/-)**

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

And

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

WHEREAS the PRINCIPAL proposes to procure ( \_\_\_\_\_ ) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

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

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **1. Commitments of the PRINCIPAL**

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

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

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

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

### **3. Commitments of the BIDDERS**

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

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

contract.

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

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

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

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

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

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

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

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other

manner without supporting it with full and verifiable facts.

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

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

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

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

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

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

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

#### **4. Previous Transgressions**

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

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

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting Technical and Indicative Commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any

reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6. Sanctions for Violations**

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

6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the

PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

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

## **8. Independent External Monitors**

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

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

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

8.4 Both the parties accept that the Monitors have the right to access all the documents

relating to the project/ procurement, including minutes of meetings.

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

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

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

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

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

Signature

(For & on behalf of the PRINCIPAL)

Signature

(For & on behalf of the BIDDER/ Contractor)

Office Seal

Office Seal

Name

Name

Designation

Designation

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

*[Provisions of the above clauses would need to be amended/deleted in line with the policy of the PRINCIPAL in regard to involvement of Indian agents of foreign suppliers].*



## SECTION-6

## ANNEXURE I – BIDDER'S PROFILE

**Sub: RFP for Annual Maintenance Contract & Facility Management Services Contract for Network IT Assets**

Reference No: IDBI/VMG/RFP/2019-20/xxxx

Sr. No.	Details	
1.	Name & Address of the Bidder	
2.	Type of organization & year of incorporation / Registration.	
3.	PAN No.	
4.	Copy of GST certificate	
5.	Registered Office Address of the Bidder	
6.	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number, email id etc. (The company should have office and service facilities at Mumbai)	
7.	Contact person/s name/s, telephone number, mobile number, email id etc. for the purpose of this RFP	
8.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP, if different from para7.	

Signature:

Name of the Authorized Person: *(Authorized for this RFP)*

Designation:

Company Seal:

## ANNEXURE II – ELIGIBILITY CRITERIA

**Sub: RFP for Annual Maintenance Contract & Facility Management Services Contract for Network IT Assets**

Reference No: IDBI/VMG/RFP/2019-20/XXX

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)	
1.	The Bidder must be registered company in India registered under Company's Act 1956/2013	Bidder Profile as per Annexure I along with its supporting documents	Yes/No	
2.	The Bidder shall be Cisco authorized service partner – ASP (Authorized Partner has to submit necessary document i.e. Cisco authorization letter / certificate for the same)	Cisco authorization letter / certificate	Yes/No	
3.	The Bidder should have been in the business of providing Annual Maintenance services of Network IT equipments and & Facility Management Services in India at least for the last Three years. (MOA and AOA to be submitted)	The commencement of Business certificate, Memorandum & Articles of Association etc.	Yes/No	
4.	The Bidder should have annual Turnover of at least Rs. 25 crore in each of the preceding three Financial Years.	Audited Annual Accounts of the last three FY i.e. FY 2015-16, FY 2016-17 and FY 2017-18.	F.Y. 2015-16	
			F.Y. 2016-17	
			F.Y. 2017-18	
5.	The bidder should have positive networth in previous FY i.e. 2017-18 and in any two of the last four preceding FYs (i.e. FY2013-14, FY2014-15, FY2015-16 and FY2016-17).	Audited Annual Accounts of the last three FY i.e. FY 2015-16, FY 2016-17 and FY 2017-18.	F.Y. 2013-14	
			F.Y. 2014-15	
			F.Y. 2015-16	
			F.Y. 2016-17	
			F.Y. 2017-18 (Mandatory)	
6.	The Bidder should have executed at least one contract of AMC or AMC- FMSC pertaining to the BFSI sector or PSU, having minimum 1000 branches during FY 2015-16, 2016-17 & 2017- 18. (PO details along with Client satisfactory performance certificate to be submitted.	Supporting proof / document to be submitted viz. Rate Contract/Purchase Order and satisfactory performance certificate from client etc for the said period.	F.Y. 2015-16	
			F.Y. 2016-17	
			F.Y. 2017-18	
7.	The Bidder(s), who have been associated with IDBI Bank Ltd for AMC & FMS during the past 3 years, have to submit the satisfactory performance certificate issued by the competent authority in the Bank.	Satisfactory Certificate from Competent Authority of IDBI Bank Limited	Yes/No	
8.	The Bidder shall support directly or through their franchise / Authorized Support Partners (ASP) in PAN-India. The Bidder should be having support centers in	Bidder is required to submit the list of support centers as	Yes/No	

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)
	minimum Twenty-one (21) states wherein IDBI Bank has Twenty Five (25) or more branches as given in RFP. The bidder should have at least one support center in North-East region. Bidder should submit the (state wise) list of support centers as on date of RFP.	on date of RFP in the format given in Annexure VI	
9.	The Bidder shall produce a self-declaration that there are – (a) no vigilance and / or court cases pending against it; (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency; and (c) The Bidder has not been blacklisted by any public sector organization in last 5-years.	Self-Declaration on Company's letter Head signed by authorized person	Yes / No
10.	The Bidder should be an ISO 9001-2015 certified company. Documentary evidence with the current and valid (latest surveillance completed) certificate should be submitted.	Current and valid certificate accompanied by latest audit surveillance report	Yes/No
11.	Micro and small Enterprises – Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible.	(Copy of NSIC/MSME registration to be submitted)	Yes/No.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

## ANNEXURE III – FORMAT OF PRE – BID QUERIES

**To be submitted in excel file format only**

Bidder Name :				
Contact Person :				
Contact no / email id:				
Sr. No.	RFP Ref Page no.	RFP Clause no.	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				
7				

Name of the Authorized Person:

Designation:

**ANNEXURE IV – RESPONSE TO RFP-LIST OF DOCUMENTS FORMING PART OF TECHNICAL  
BID**

Documents, constituting the Technical Bid (**other than the Commercial Bid**), must be submitted in the following order as part of the response to the RFP.

<b>S.N.</b>	<b>Documents to be submitted</b>	<b>Submitted ( Yes / No)</b>
1	DDs (EMD & BID document fee)	Yes / No
2	Technical Bid form ( Section-5)	Yes / No
3	Bidder's profile ( as per annexure I) along with supporting	Yes / No
3	Unconditional Acceptance of Terms and Conditions of RFP (Section-5)	Yes / No
4	Self-Declarations	Yes/No
5	Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.	Yes / No
6	Information Security Certificate (Section -5.11)	Yes / No
7	Integrity Pact (Section 5.12)	Yes / No
8	Signed copy of the RFP, Bank's response to pre-bid queries and Corrigendum's, if any	Yes / No
9	Authorization for signing of RFP Document (Certified true copy of Board Resolution / Power of attorney/ Authorisation letter. POA as per format provided in RFP.	Yes / No
10	Bank Details ( As per Section-5)	Yes / No
11	Contact Centre details as per Section 6 (Annexure-VI)	Yes/No
12	Masked Commercial Bid	Yes/No

## ANNEXURE V – DETAILED COMMERCIAL FORMAT

**AMC Cost:**

					1st Year			2nd Year			Total Cost (1st Year + 2nd Year) [TCO]
Category	Type	Make	Model	Qty	Unit Rate		Total Amount	Unit Rate		Total Amount	
					AMC	Inventory Reconciliation [irrespective of make & model]		AMC	Inventory Reconciliation [irrespective of make & model]		
CRITICAL	Switch	CISCO	2960	16							
	Switch	CISCO	2950	1							
	Switch	CISCO	3750	28							
	Switch	CISCO	4506	2							
	Switch	CISCO	4506E	4							
	Switch	CISCO	4510R	2							
	Switch	CISCO	Linksys SR224	1							
	Switch	CISCO	3850	2							
	ROUTER	CISCO	1841	5							
	ROUTER	CISCO	1941	4							
	ROUTER	CISCO	2811	2							
	ROUTER	CISCO	2821	1							
	ROUTER	CISCO	2911	4							
	ROUTER	CISCO	3845	4							
	ROUTER	CISCO	3945	6							
ROUTER	CISCO	7206VXR	1								
<b>Total Critical Devices</b>				<b>83</b>							
NON - CRITICAL	Switch	CISCO	1200	1							
	Switch	CISCO	1700	1							
	Switch	CISCO	1800	11							
	Switch	CISCO	1900	32							
	Switch	CISCO	2024	2							
	Switch	CISCO	2060	1							
	Switch	CISCO	2600	2							
	Switch	CISCO	2950	120							
	Switch	CISCO	2960	1028							
	Switch	CISCO	3750	78							
	Switch	CISCO	3860	1							

Switch	CISCO	3560	8							
Switch	CISCO	4506	2							
Switch	CISCO	520	97							
Switch	CISCO	Linksys SR224	462							
Switch	CISCO	Other	29							
Switch	CISCO	SF-100-24	9							
Switch	CISCO	SF-220-48	3							
Switch	CISCO	SF-300	19							
Switch	CISCO	SF-350	4							
Switch	CISCO	SG-300-28	253							
Switch	CISCO	SG-300-48	2							
Switch	CISCO	SG-300-52	5							
Switch	CISCO	SRW2021	5							
Switch	CISCO	T-160	1							
Switch	3 COM	Various	85							
Switch	Accton	3024	77							
Switch	Asus	GIGA X1008B	1							
Switch	Dax	5024	5							
Switch	Dell	Powerconnect 6224	2							
Switch	Digisol	DGFS1024	4							
Switch	D-link	Various	197							
Switch	HCL	HCL	10							
Switch	HP	Pro-Curve	2							
Switch	Link Builder	Link Builder	1							
Switch	Other	Various	83							
Switch	Powerware	Powerware	1							
Switch	SMC	EZ	38							
Switch	Superstack	Superstack	14							
Switch	Techroute	NET1016	2							
Switch	WEP	WEP	1							
Switch	ZTE	ZTE	1							
Switch	ZyXel	ES105A	1							
HUB	3 COM	Various	67							
HUB	Other	Various	22							
ROUTER	CISCO	1841	947							
ROUTER	CISCO	1905	24							

ROUTER	CISCO	1941	606							
ROUTER	CISCO	2621	3							
ROUTER	CISCO	2811	16							
ROUTER	CISCO	2821	3							
ROUTER	CISCO	2911	305							
ROUTER	CISCO	2921	2							
ROUTER	CISCO	3545	1							
ROUTER	CISCO	3600	7							
ROUTER	CISCO	3725	1							
ROUTER	CISCO	3845	12							
ROUTER	CISCO	3945	1							
ROUTER	CISCO	7206VXR	1							
MODEM	MRO TEK	MROTEK	66							
MODEM	Other	Various	7							
NT-1	MRO TEK	NT-1-600	5							
NT-1	ASCO M	Easy Access	2							
<b>Total Non-Critical Devices</b>			<b>4799</b>							
<b>Total Devices (Critical + Non Critical)</b>			<b>4882</b>							

**FMS Cost:**

Resource Type	Total	1st Year		2nd Year		Total (1st & 2nd Year)
		Unit Rate	Amount	Unit Rate	Amount	
Project Manager	1					
FMS Engineer	5					
FMS Engineer (Asset Reconciliation)	1					
<b>Total</b>	<b>7</b>					



## ANNEXURE VI – TECHNICAL SPECIFICATIONS

S. N	Device	Model	Part	Description
1	Router	CISCO 3945	CISCO3945-CHASSIS	CISCO3945-CHASSIS
			C3900-SPE250/K9	Cisco Services Performance Engine 250 for Cisco 3900 ISR
			EHWIC-1GE-SFP-CU	Enhanced High Speed WAN Interface Card-1 Port Gigabit Ethernet SFP/Cu
			PWR-3900-AC	C3900 AC Power Supply
			PVDM3-64	PVDM3 DSP DIMM with 64 Channels
			HWIC-2FE	Two-Port Fast Ethernet High Speed WAN Interface Card
			HWIC-4T	High Speed Wan Interface Card with 4 serial ports(HWIC-4T)
			SM-NM-ADPTR	Network Module Adapter for SM Slot
			NM-8CE1T1-PRI	8 port channelized and PRI T1/E1 NM
			ATA System CompactFlash	255488K bytes of ATA System CompactFlash
			VPN Module	Virtual Private Network (VPN) Module
2	Router	CISCO 7206V XR	7206VXR chassis	7206VXR chassis
			Processor	7206VXR (NPE-G1)
			CPU	SB-1 CPU at 700Mhz
			6 slot VXR midplane	
			Processor	cisco 7206VXR (NSE-1)
			CPU	R7000 CPU at 262MHz
			6 slot VXR midplane	
			Dual FastEthernet (RJ-45) I/O Card Port adapter	
			Channelized E1 (balanced) Port adapter	
			Mx serial (V.35) Port adapter	
			ATA PCMCIA	47040K bytes of ATA PCMCIA card
3	Router	CISCO 3845	CISCO3845 Chassis	3845 chassis
			CISCO3845-MB	c3845 Motherboard with Gigabit Ethernet
			HWIC-2FE	Two-Port Fast Ethernet High Speed WAN Interface Card
			HWIC-4T	High Speed Wan Interface Card with 4 serial ports(HWIC-4T)
			NM-8CE1T1-PRI	8 port channelized and PRI T1/E1 NM
			CompactFlash	126000K bytes of ATA System CompactFlash
			VPN Module	Virtual Private Network (VPN) Module
4	Router	CISCO 2821	2821 chassis	2821 chassis
			HWIC-2FE	Two-Port Fast Ethernet High Speed WAN Interface Card
			WIC-2T=	WAN Interface Card - Serial 2T
			HWIC-4T	High Speed Wan Interface Card with 4 serial ports(HWIC-4T)
			AIM-VPN/EPII-PLUS	Virtual Private Network (VPN) Module / Encryption AIM Element

5	Router	CISCO 2911/K 9	CISCO2911/K9	CISCO2911/K9 chassis
			C2911 Mother board 3GE	
			HWIC-2FE	Two-Port Fast Ethernet High Speed WAN Interface Card
			SM-SRE-710-K9	Services Module with Services Ready Engine
			EHWIC-D-8ESG	8 Port GE Non-POE EHWIC Switch
6	Switch	CISCO 4506E	WS-X45-SUP6-E	Supervisor 6-E 10GE (X2), 1000BaseX (SFP) with 2 10GE X2 ports
			X2-10GB-SR	10Gbase-SR
			WS-X4548-GB-RJ45V	10/100/1000BaseT (RJ45)V with 48 10/100/1000 baseT voice power ports (Cisco/IEEE)
			WS-X4418-GB	1000BaseX (GBIC) with 18 1000 GBIC ports
			WS-X4596-E	FanTray
			PWR-C45-2800ACV	Power Supply ( AC 2800W )
7	Switch	CISCO 4506	WS-C4506	cisco WS-C4506 (XPC8245) processor
			WS-X4515	1000BaseX (GBIC) Supervisor
			WS-X4418-GB	1000BaseX (GBIC) (18 ports)
			WS-X4424-GB-RJ45	10/100/1000BaseTX (RJ45) (24 Ports)
8	Switch	CISCO 4506R	WS-C4510R	WS-C4510R (MPC8245) processor
			Backplane	WS-C4510R 10 slot switch backplane
			CPU	MPC8245 CPU at 400Mhz
			WS-X4516	Supervisor V 1000BaseX (GBIC)
			WS-X4148-RJ	10/100BaseTX (RJ45) (48 ports*7 Slots)
9	Switch	CISCO 3750	WS-C3750G-48TS-E	WS-C3750G-48TS (PowerPC405) processor
			GLC-SX-MMD	1000BaseSX SFP

## ANNEXURE VII - LIST OF STATE WISE NO. OF BRANCHES

STATE	No. of Branches	Support Model	Direct Support Center or Engineer Address	Contact Person	Contact Number
Andaman & Nicobar	1				
Andhra Pradesh	96				
Arunachal Pradesh	1				
Assam	31				
Bihar	71				
Chandigarh (UT)	7				
Chhattisgarh	71				
Dadra & Nagar Haveli	2				
Daman& Dui	1				
Delhi (UT)	52				
Goa	8				
Gujarat	113				
Haryana	65				
Himachal Pradesh	19				
Jammu & Kashmir	6				
Jharkhand	57				
Karnataka	90				
Kerala	51				
Madhya Pradesh	109				
Maharashtra	447				
Manipur	2				
Meghalaya	2				
Mizoram	5				
Nagaland	4				
Orissa	75				
Puducherry	1				
Punjab	81				
Rajasthan	71				
Sikkim	5				
Tamil Nadu	115				
Telangana	5				
Tripura	9				
Uttar Pradesh	119				
Uttarakhand	32				
West Bengal	102				
<b>Grand Total</b>	<b>1927</b>				

**Bidder shall also provide following information against each of IDBI Bank location given in Attached excel sheet:**

Support Model Direct support office or Engineer (Please specify)	Direct Support Center or Engineer Address	Contact Person	Contact Number	Email ID
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\*\*\*\*\* END OF RFP / BID DOCUMENT \*\*\*\*\*