



केंद्रीय प्रोसेसिंग इकाई
Central Processing Unit
IDBI Annex Building, Plot No. 39/40/41,
Sector 11, CBD Belapur,
Navi Mumbai - 400614.

Request For Proposal (RFP)

For

Empanelment of Vendor for

Supply of 'Green Cloth Document Bag'

For IDBI BANK LIMITED

Retail Assets Operation Section, Navi Mumbai

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Document Control Sheet

Subject/Particulars	Time / Date / Other Details
Name of the Company	IDBI Bank Ltd.
Document of RFP	Green Cloth Document Bag
Tender Ref.	IDBI/CPU/TN/2021/36
Date & Time of commencement of issue of RFP	September 21, 2021
Pre-bid Meeting	September 23,2021 at 11.00 a.m.
Last date and time for receipt of written queries/e-mail for clarification from Bidders	September 27, 2021 by 5 p.m.
Last Date & Time for Bid Submission	October 8, 2021 - 1 p.m.
Date and Time for Technical Bid opening	October 8, 2021 - 2.30 p.m.
Schedule for Opening of Commercial Bid / Financial Bid	October 11, 2021 – 11 a.m.
Address for submission of Bid	IDBI Bank Limited, Security Section, Ground Floor, IDBI Annex Building, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai - 400614

Note :

1. This tender document is the property of Bank & is not transferable.
2. This bid document has 91 pages.
3. No queries will be entertained after the date and time mentioned in the above schedule.
4. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of inviting bids from Vendors for empanelment in the Bank for procurement, purchase of a particular stationery item namely 'Green Cloth Document Bag' for Retail Asset Operation (RAO) Team at Centralized Operations, CBD –Belapur, Navi Mumbai.

The information contained in this (RFP) 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”/ “the Bank”/ “Purchaser”**), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP, document is not an agreement and is neither an offer nor invitation to offer. This RFP, is to invite proposals from applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as **“Bidder”/ “Vendor”** or **“Bidders”/ “Vendor”** respectively for the purpose mentioned above. The purpose of this RFP, is to provide the Bidder(s) with information to assist the formulation of their proposals. 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. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP, document is selective and is subject to updating expansion, revision and amendment. It does not purport to contain all the information that a Bidder may require. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP, document or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right or discretion to change, modify, add to or alters any or all

of the provisions of this RFP, document and / or the bidding process, without assigning any reasons, whatsoever. However, any such change will be intimated to all Bidders on its occurrence. Any information contained in this RFP, document will be superseded by any later written information on the same subject made available to all recipients by IDBI Bank at its website, viz. www.idbibank.in.

IDBI Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP, document at any stage without assigning any reason whatsoever. The decision of IDBI Bank shall be final, conclusive and binding on all the parties. 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 IDBI Bank's website for any changes / development in relation to this RFP, Prospective bidders shall regularly visit IDBI Bank's website, www.idbibank.in for any changes / development in relation to this RFP.

Bids not satisfying the procedure prescribed in the Bid document will be treated as invalid and rejected summarily. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. All information about IDBI Bank and the proposed assignment furnished to the Bidder by IDBI Bank in the context of the proposed assignment referred in this RFP, document is to be considered as "Confidential Information" and is to be kept strictly confidential.

Newspaper Advertisement

 IDBI BANK	<u>IDBI BANK LIMITED</u> Regd. Office : IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005. CIN No: L65190MH2004GOI148838
Tender Ref : IDBI/CPU/TN/2021/36	Date – September 21, 2021
<p style="text-align: center;"><u>Tender Notice</u></p> <p style="text-align: center;"><u>Empanelment of Vendors For Supply of ‘Green Cloth Document Bag’</u></p> <p>Sealed tenders are invited from well-established and reputed stationers to supply stationery item namely ‘Green Cloth Document Bag’ at Central Processing Centre(CPU), CBD Belapur, Navi Mumbai-400614.</p> <p>Last date and time for submission of tender is October 08, 2021 - upto 01:00 p.m. For details, please visit the Bank’s website www.idbibank.in</p> <p>Note: Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders’ queries in respect of the above tender shall only be posted on IDBI Bank’s website and no separate notification shall be posted on IDBI Bank’s website and no separate notification shall be issued in the press.</p> <p style="text-align: right;">September 21, 2021</p>	

Section I

a) Background

IDBI Bank Limited (“Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2(20) of Companies Act, 2013 (**18 of 2013**) and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838 and having its Registered Office and Corporate Office at “IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400005”. Bank is also Scheduled Bank as notified by the Reserve Bank of India under the RBI Act, 1934. The Bank is engaged in providing finance to industries and banking business. The Bank has its operations PAN India.

b) Guidelines for Bidders

Purpose - The purpose of this RFP is inviting bids from eligible Bidders for empanelment for supply of a particular stationery item namely Green Cloth Document Bag, as detailed in the Scope of Work as mentioned in **Annexure - I**.

c) Eligibility Criteria

The Eligibility criteria for the Bidder is more particularly described in **Annexure III and IV** along with the Terms and Conditions.

Bid Evaluation Criteria –

- a. The vendor shall submit their offer strictly in accordance with the terms & conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid documents, is liable for rejection. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the vendor.
- b. The Financial Bid will be opened only if the Technical Bid is cleared and accepted.
- c. L1 vendor will be arrived at by considering the lowest bidder of the item mentioned. (refer the commercial bid)

d) General Instructions

- i. This RFP is a two bid process, where the technical bids and commercial (financial) bids to be submitted in two different envelopes with appropriate Title / Remark on it as “Technical Bid” and ‘Commercial Bid’. Bidder will allow for Financial Bid only if the Technical Bid is cleared and accepted.
- ii. The Bid documents to be submitted in person at the office address specified herein.
- iii. 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.
- iv. 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.
- v. 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 Bank in this regard shall be final, conclusive and binding on the Bidder.
- vi. Interested Bidders may obtain further information from Mrs. Anuradha Suresh / Mr. Vejay M Mane, IDBI Bank Ltd., CPU Department, Annex Building, Plot No.39/40/41,Sector 11, CBD Belapur, Navi Mumbai – 400 0614. Phone No. 022-66700563 / 66700717 between 15.00 hrs. to 18.00 hrs. on working days or email to s.anuradha@idbi.co.in / vm.mane@idbi.co.in
- vii. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and / or emailed to the prospective bidders.
- viii. The Bid Documents may be downloaded from our website www.idbibank.in and submitted to the above mentioned office address.
- ix. The bidder should confirm in writing for supply of upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to IDBI’s approval, will be at the same contracted price of the obsolete model.

- x. In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to IDBI.
- xi. 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.
- xii. Successful **bidder would sign the Agreement with Bank at Mumbai only.**
- xiii. Each vendor shall submit only one proposal.
- xiv. Quotation shall remain valid for a period of 90 days from date of submission of Commercial Bid.
- xv. Prices quoted should be all **inclusive** – i.e. inclusive of Taxes / Duties / Statutory levies excise duty, sales tax, VAT and charges for packing, forwarding, freight, transit insurance, loading and unloading.
- xvi. The price quoted by the Vendor cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.
- xvii. The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.
- xviii. All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.
- xix. IDBI Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.
- xx. 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 the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- xxi. IDBI Bank reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.

Section II

A. Procedure for Submission of Bids

General

1. The Tender shall be submitted in two parts viz. Part-I (Technical bid) and Part-II (Financial bid) in **two separate covers** which are to be sealed and put in a master envelop and should be submitted at the same time super-scribing with the words "**Tender for supplying Green Cloth Document Bag**".
2. All the envelopes must be super-scribed with the following information:
 - Type of Offer (Technical or Commercial)
 - Reference Number (IDBI – RFP)
 - Due Date
 - Name of Bidder
 - Name of the Authorised Person
3. All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.
4. 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.
5. ENVELOPE-II (Commercial bid): The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The COMMERCIAL Bid should be submitted in specified format only.
6. The prices quoted in the commercial bid should be without any conditions.
7. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

Documents to be submitted along with the Bid :

1. Technical Bid – Separate Envelope

2. Unconditional Acceptance of terms & Conditions
3. Three (3) years experience certificate
4. Fulfillment of Eligibility Criteria
5. No vigilance / black listing / court case declaration.
6. Copy of registration certificate regarding Sales tax / VAT / GST.
7. Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid.
8. Commercial Bid Format – Separate Envelope.

The above details are MANDATORY, without which the Bids are liable to be rejected

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.
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 and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.
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.
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.

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 made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
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.
7. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
8. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deem 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.
9. 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.
10. 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.
11. The Bidder cannot quote for the project in part.

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.
13. 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.
14. 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.
15. 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.

Clarification of Bid Document

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

Language of Bids

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

Bid prices:

1. The Bidder shall indicate the unit prices and total Bid Prices of the services, it proposes to provide under the Contract.
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.
3. The total price quoted must be inclusive of cost of supply and providing services during the service period. The prices quoted will be inclusive of all applicable taxes including sales tax, VAT, duties, levies, charges, Road Permits/Entry Tax, Service tax, etc. Octroi / Entry Tax payable will be exclusive as applicable at actual on submission of original Octroi receipt, drawn in the name of "IDBI Bank Ltd". Applicable taxes would be deducted at source, if any, as per prevailing rates.
4. The prices quoted should be valid for the period of 90 days from the date of award of the contract or till the successful commissioning of the systems as mentioned in the acceptance certificate mentioned in **Section III**.
5. The unit prices quoted in Price Bid will be used to calculate charges for further orders over and above the projected quantities, if any. The prices quoted will be applicable for adhoc requests also, if any.
6. 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.
7. Bidder shall carry out the supply of 'Green Cloth Document Bag' 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.

Firm Prices

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.

Bidder Qualification

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 Authorized Representative and the Principal Officer.
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 firm / company.
3. The Bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
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.

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.

Bid Security (EMD)

1. The Bidder shall furnish as part of the bid, a Bid Security of the amount mentioned in **Section I**.
2. Bid security amount of unsuccessful Bidders will be returned within a period of 90 (Ninety) days from the date of award of contract. The successful Bidder's Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of Bank, within the stipulated time.
3. The Earnest Money Deposit amounting to **Rs.2,00,000/- (Rupees Two lakh only)** must be deposited by each Bidder. EMD may be handed over in the form of Demand Draft in favour of IDBI Bank Limited, Navi Mumbai. The receipt so obtained may be submitted along with technical bid – it may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded within 15 working days after award of contract for carrying out the proposed assignment. The EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after satisfactory completion of the job or such extended period as may be decided by IDBI Bank Ltd. at its own discretion. **Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered;**

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

Period of Validity of Bids

1. Bids should be valid for 90 (ninety) days from the last date of 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.

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.

Format and Signing of Bid

1. The Bidder shall submit Only One Original set of the bid.
2. The original bid shall be typed or written legibly. The original shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
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.
4. 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.
5. Each page should be stamped and initialed by authorized signatory.
6. The Bidders shall seal and mark the Bid accordingly.

7. 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.

Local Conditions

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.
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.
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.
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.

Last Date for Receipt of Bids

1. Bids will be received by Bank on the date and at the address specified under **Section I**.
2. In the event of the specified date for the receipt of Bids being declared a holiday for Bank, the Bids will be received upto the appointed time on the next working day.

Late Bids

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.

Modification and Withdrawal of Bids

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.
2. The Bidder should submit its modified bid in wholesome as a replacement of its previous bid.
3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.
4. No bid may be modified subsequent to the last date for receipt of bids.
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.

Address for Correspondence

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

Opening of Bids

1. 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.
2. Only technically qualified (shortlisted) Bidders will be allowed to participate in commercial bid.
3. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as Bank, at its discretion, may consider appropriate or deem fit will be announced at the bid opening.

Clarifications

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.

Preliminary Examination

1. 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.

2. 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, its 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.
3. 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.
4. 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.

Contacting Bank

1. No Bidder shall contact Bank on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
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.

Post Qualification

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.

2. This determination will take into account the Bidder's financial, and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

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.

Bid Evaluation Criteria (BEC)

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.

Financial Bidding Process

In this phase, Commercial bids will be opened of the shortlisted Bidders who are technically qualified. The date and time would be provided to the shortlisted Bidders separately.

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.

Bank's Right to Accept Any Bid and to Reject Any or All Bids

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.

Acceptance of Bid

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

Signing of Contract

1. After Bank notifies the successful Bidder that its bid has been accepted; **the Bidder should execute the Agreement / Contract Form. The Agreement/ Contract form would be executed in Mumbai only** (given in Section V).
2. **The successful Bidder shall execute the Agreement / Contract Form at Mumbai within 10 days of receipt of notification of award of contract.**

Section III

Definitions

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

1. "The Contract" means the agreement entered into between Purchaser and the 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 supply of network racks (both software and hardware) & provide / carry out the Services of bidder and installed at the proposed DR site of IDBI Bank Ltd, as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions and.
2. "Bidder" or "Contractor" or "System Integrator" means any person / persons / 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.
3. "IDBI Bank Ltd" or "The Purchaser" means Industrial Development Bank of India Limited including its successors and assigns.
4. "The Contract Price" means the price/compensation payable to the 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.
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.
6. "Service Period" means the period of 1 year commencing from the date of successful commissioning as mentioned in the acceptance certificate issued by Purchaser. This period will comprise of 1 year of warranty. Two years of additional annual maintenance contract would be at the discretion of IDBI Bank Ltd. on mutual agreeable terms.
7. In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of the Bid Documents 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.

8. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
9. "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by IDBI Bank Ltd).
10. "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 requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
11. "Commissioning" means the System shall be considered to have been commissioned, when entire job, including supply, installation, configuration, integration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
12. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programmes, software and / or databases or microfilm or computer generated microfiche or similar device.
13. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
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.
15. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

16. "Site" means the place in which the operations/services are to be carried out 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.

Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
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;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
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;
9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897.

Conditions Precedent

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

1. Execution of a Deed of Indemnity as per format given in Section V.

2. 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. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
4. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

Use of Contract Documents and Information

1. The 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 V**. The Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The 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.
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.
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.
4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Section V**.

Intellectual Property Rights and Patent Rights

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.
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 information technology 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
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 or any sub-Bidder during the course of performance of the Services.

Indemnity

The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favour of the Purchaser in a form and manner, as given in Section V, 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 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.

Inspection and Quality Control Tests

1. Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
2. 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.
3. Purchaser's has the right to inspect and test the goods at bidder plant at any time during the contract period.

Contract Amendments

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.

Liquidated Damages

1. If the Bidder fails to deliver any or all of the items within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, deduction of 5% of the order value of the delayed item or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract. Please refer the **Section IV**.
2. If the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty:
3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Security amount) or which may become due to the Bidder. Any such recovery or liquidated damages 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.

Dispute Resolution

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 :

- (i) 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.

- (ii) The matter will be referred for negotiation between the Purchaser (Bank) and the Bidder (the supplier). The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.

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 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two 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.

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

The provision under this section survives the contract.

Taxes and Duties

1. Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning. Payment of octroi /entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.
2. Income / Corporate taxes in India : The Bidder shall be liable to pay all 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 Bid by the Bidder shall include all such taxes in the Contract price.
3. Tax deduction at Source : 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.
4. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the **taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel**. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
5. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

6. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income Tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
7. 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.

Bidder's Integrity

The 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.

Statutory Requirements

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.

Purchaser's Right of Inspection and Periodic Audit

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 Bidder 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.
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.

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.
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.

Contract Prices

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.

Term and Extension of the Contract

1. The contract for empanelment, if awarded, shall be initially for a period of 1 (one) year (including successful completion of trial period of 3 months) or less as decided by IDBI Bank. The tenure may thereafter be extended for a period of 1 (one) year with total maximum period of 2 (two) years on the same terms and conditions, with mutual consent, on observation of satisfactory performance and other aspect/consideration, as determined by IDBI Bank, at its sole discretion. The contract shall come to an end by natural efflux of time without any further notice to be given by IDBI Bank to the Bidder, unless terminated earlier. It further reserves the right to extend, reduce and cancel the tenure of empanelment as per the performance of bidder.
2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of Bank.

Termination

1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written notice of 30 (thirty) days indicating its intention to terminate the Contract under the following circumstances:

- (i) Where it comes to the Purchaser's attention that the Successful Bidder (or the Bidder's team/its personnel/agents/servants etc.) 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.
- (ii) 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.

2. Termination for Insolvency : The Purchaser may at any time terminate the Contract by giving written notice 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.

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 Vendor, may terminate the Contract in whole or in part.

4. Termination for Deficiency : In case of deficiency of services Purchaser reserves the right to terminate the contract with 30 (thirty) days' notice. It also reserves right to recover the liquidated damages from the performance security/guarantee or any amount payable by IDBI Bank to the Successful Bidder.

Consequences of Termination

1. Purchaser shall pay the Bidder for that part of the items 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 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 loss, damages or other costs, incurred by the Purchaser.
2. 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.
3. 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.
4. 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 Bidder is obliged to transfer the legal ownership of such property that is supplied and installed at Purchaser locations for the purpose of completion of project to the Purchaser for a total consideration of Re. 1 (Rupee One only), at the time of expiration of the term of this Contract. If this Contract is terminated prior to the completion of Services the Bidder shall be obliged to transfer the ownership of the equipment and licenses thereon to operate in the existing Data Center, Disaster Recovery Site, LAN and WAN infrastructure provided under this contract to Purchaser.
5. Termination survives the Contract.

Conflict of interest

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.

Publicity

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 his written consent.

Relationship between the Parties

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.
2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

No Assignment

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

Entire Contract

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.

Governing Law

This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

“No Claim” Certificate

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 shall have signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.
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.

Completion of Contract

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

Penalty

1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Measurement Document given in **Section IV**.

2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in **Section IV** of the Bid Document.
3. The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

Suspension of Payment to the Successful Bidder

- 1 IDBI Bank may by a written notice of suspension, suspend all payments to the Successful Bidder under the Contract, if the Successful Bidder fails to perform any of its obligations under the Contract, (including the carrying out of the Services) provided that such notice of suspension:
 - 2 Shall specify the nature of the failure and
 - 3 Shall request the Successful Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

Section IV

Purpose:

1. This section lists the minimum service level require to be maintained by Bidder on award of the contract.
2. The Bidder has to enter into a service level contract with Bank before the award of the contract as per the format provided by Bank.

Service Level expectations:

Defective items shall be replaced by the Bidder at his own cost, including the cost of transport if any.

Penalties:

- For any delay in delivery, beyond the specified period, penalty of 5% of invoice value will be imposed on the seller.
- In case the delay in delivery exceeds more than 5 weeks, IDBI Bank reserves the right to cancel the order and no payment will be made to the vendor.
- IDBI Bank Ltd. shall enter into an agreement with vendor for the procurement of the 'Green Cloth Document Bag'. The agreement will be signed in Mumbai and stamped as per Maharashtra state stamp duty prevailing at the time of execution of the agreement and stamp duty has to be paid by the vendor.

Section V

TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

(To be submitted on letterhead of the bidders along with Technical Bid)

Date:

The Deputy General Manager,
CPU – Common Facility Section,
IDBI Bank Ltd,
IDBI Annex Building, 3rd floor,
Sector 11, CBD Belapur,
Navi Mumbai – 400 614.

Dear Sir:

Reg: Engaging Bidder

For Supplying ‘Green Cloth Document Bag’

Ref: _____

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for the above item in conformity with the said Bid Documents.

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

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. _____/- (Rs. _____ only) towards Bid Security, in favour of "IDBI Bank Limited." drawn on _____, _____ Branch payable at Mumbai.

We understand that the Bid Security will be refunded after **90 days** of the Bidder signing the Contract. We have noted that Bid Security shall not carry any interest.

Dated this day of20 .

(signature)

(Name)

(in the capacity of)

Duly authorised to sign bid for and on behalf of

Commercial / Financial Bid Form

(To be enclosed in a separate cover)

It is mandatory for the bidders to quote rate for 'Green Cloth Document Bag' item for RAO team at IDBI Bank, CBD-Belapur, Navi Mumbai. The rates will include all applicable taxes (GST, etc.), insurance, transportation etc. Any deviation in furnishing the quoted cost would be liable to be rejected by IDBI Bank and IDBI Bank's decision in this regard shall be final and binding on the bidder.

'Green Cloth Document Bag'

A) Specification :

1. Color of the Cloth Bag should be of Green color resembling with IDBI Bank brand color.
2. Color of the Border of the bag should be of Orange color resembling with IDBI Bank brand color.
3. Dimension of the Bag should be as under:
Length 42 CM, Breadth 32 CM and Width 12 CM.
4. Transparent Rectangular Window on top of the Bag just below the cover flap whose dimension should be Length 16 CM, Breadth 10 CM.
5. Flap should include full Velcro on top of the Bag whose dimension should be Length 30CM & Width 5 CM, Velcro should be in the flap of the Bag also with same dimension i.e. Length 30CM & Width 5 CM.
6. There should be a chain cover of length 36 CM on top of the bag which should be covered by Flap with Velcro as mentioned at Sr. No. 5.
7. Bag should contain IDBI Bank logo on top of the bag with Orange & Green color of the Bank's Brand whose dimension should be Length 15 CM & Width 3 CM.
8. Thickness of the cloth should be of 95 gauge tentatively.
- 9. The Physical Sample of the listed Item – 'Green Cloth Document Bag' shall be displayed and shown in the Pre Bid meeting at venue.**

B) The Pricing /Costing

Name of the Item	Rate	Cost (Rs.)	Monthly (approx.)
Green Cloth Document Bag	Per Piece		7000 cloth bags

In words : (Rupeesonly)

Signature:

Name of the Authorized Person :

Designation:

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 bidder, in conformity with the said Bid Documents. at price mentioned in the financial bid.
2. The above price include all costs, duties, levies, taxes and all other applicable charges including local travelling expenses, cost of stationery, assisting Bank in replying to inspection remarks of Bank's, if any, etc.
3. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by Bank along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.
4. In case of discrepancy between unit price and total price, the unit price shall prevail.
5. In case of discrepancy between figures and words, the amount in words shall prevail.
6. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.
7. For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on Bidder / Bidder.

Signature of Bidder : _____

Name : _____

Business address : _____

Offices Seal : _____

Place :

Date :

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and **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) 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 shall be deemed to mean and include its successors and assigns) of the **ONE PART** and (*Name of Bidder*) of (please specify the registered office of the (*Bidder*) (hereinafter called “the Bidder/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder to supply ‘Green Cloth Document Bag’ at CBD-Belapur, Navi Mumbai of the Bank. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services, has submitted its bid.

WHEREAS, the Bidder 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 Bidder 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 Bidder agrees to all of the following conditions, for Bank, to grant the Bidder specific access to Bank’s property/information and other data.

It is hereby agreed as under :

a) The 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, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of Three years (3) 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.

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

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

d) Confidential Information shall at all times remain the sole and exclusive property of the 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.

Authorised Signatory

Name :

Designation :

Office Seal :

Place :

Date :

Accepted –

Bank

CONTRACT FORM

THIS AGREEMENT made at..... theday of 200 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and **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) 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 invited bids for certain Services viz supply of Green Cloth Document Bag (*Brief Description of Services*) 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”).

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.

2. The following documents of Bid No. _____ shall be deemed to form and be read and construed as part of this Agreement, viz.,

- a. Invitation for Bids
- b. Instructions to Bidders
- c. The Bid form and the price schedule submitted by the Bidder/Contractor;
- d. Service level expectations
- e. The technical and functional specifications ;
- f. The terms and conditions of Contract ;
- g. The purchaser's notification of award ;
- h. Schedule of dates, amounts etc.

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services 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

Signature :

Name :

Date :-

IN THE PRESENCE OF

1. Signature

2. Signature

Name :-

Name :

Address :-

Address :

.....

.....

Signed and Delivered by

the within named

M/s.

.....

Date :-

IN THE PRESENCE OF :

1. Signature

2. Signature

Name :-

.....

Name :

Address :-

.....

Address :

.....

.....

Format for Unconditional Acceptance of Terms & Conditions of the RFP

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

To,

The Deputy General Manager,
CPU – Common Facility Section,
IDBI Bank Ltd,
IDBI Annex Building, 3rd floor,
Sector 11, CBD Belapur,
Navi Mumbai – 400 614.

Ref: RFP for supply of “Green Cloth Document Bag”

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Ltd. regarding supply of “Green Cloth Document Bag”.

Authorized Signatory

()

Designation

Company Stamp

DEED OF INDEMNITY

This Deed of Indemnity executed at Mumbai on the _____ day of _____ by _____, incorporated under _____ and having its registered office at _____ (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 **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) 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)

1 WHEREAS

(1) The Obligor has

- (a) offered to Bank to supply the ‘Green Cloth Document Bag’ and provide / carry out the services of bidder as inclusively as stated under sections Service Level Expectation and Specifications Systems and Solutions.
- (b) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank;
- (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 during the installation, maintenance and contract period 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 Agreement dated _____ (the Agreement) with the Obligor;

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

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

NOW THIS DEED WITNESSETH AS UNDER :-

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

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified 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, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, 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.

(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 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 in account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

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

(7) This indemnity shall survive the aforesaid Agreement.

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

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. 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 IDBI.

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

Signed and Delivered on behalf of)

(_____)

by the hand of _____,)

_____, the authorised official)

of the Obligor)

Fulfillment of Eligibility Criteria

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

Sr.	Description	Document Required
1.	The Bidder should have been in the business in India for the last three years	Self Declaration and order copy
2.	The Bidder should be a net profit earning company during the last 3 (three) financial years	Balance Sheet & Profit and Loss Account Statement for last three years
3.	The Bidder should have supplied stationery items worth Rs.10 lakh to minimum three clients or Rs.20 lakh worth items to two clients or Rs.50 lakh items to one client per year during the past three financial years ending March 2021	Orders copy and/or Invoice Copy/invoice details
4.	Registered Firm / Company	Copy of registration certificate regarding Sales Tax / VAT and PAN
5.	The Bidder should not be blacklisted by any Govt., PSU or PSB during the last three years	Self Declaration
6.	Authorization for signing of RFP Document	Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid

Annexure –I

Scope of Work:

IDBI Bank needs to carry out procurement/purchase activities of ‘Green Cloth Document Bag’ ongoing basis during the contract period agreed upon. The scope of work would include purchase of the above mentioned item for the exclusive use of Retail Asset Operation team at Mumbai, CBD Belapur, Navi Mumbai presently and in selective locations - pan India in future. The Bidders would be expected to complete the assigned work within the given timelines by maintaining quality as instructed by IDBI Bank.

Annexure – II

(To be submitted on letterhead of the bidders along with Technical Bid)

The Deputy General Manager,
CPU – Common Facility Section,
IDBI Bank Ltd,
IDBI Annex Building, 3rd floor,
Sector 11, CBD Belapur,
Navi Mumbai – 400 614.

Dear Sir,

Application of Tender for supplying
‘Green Cloth Document Bag’

1. I/we undertake to offer my/our services in conformity with your requirements and the terms and conditions set in the Tender document.
2. I/We agree to abide by the terms and conditions of the Tender and that the bids would remain valid for at least 90 days from the last date of submission of the Tender.
3. I/We note that you are not bound to accept any or all tenders you may receive.

Dated day of _____ 2021.

.....

(Signature of the authorized person of the bidders)

.....

(Name and address of the bidders)

.....

(Seal of the bidders)

Duly authorized to sign the bid for and on behalf of (Bidder)

Annexure- III

Pre-qualification criteria

1. The Bidder should have experience of at least **three years** in the said business. (Documentary evidence to be submitted)
2. The Bidder shall be a profitable concern and shall have minimum annual turnover of at least Rs.50 lakh during each of the last 3 years (Audited Balance Sheet for the last 3 Financial Years, i.e. 2018-19, 2019-20 and 2020-21 to be furnished. This is to establish Financial soundness of the Vendor in terms of turnover and profitability of last 3 years.
3. The Bidder should have supplied stationery items worth Rs.10 lakh to minimum three clients or Rs.20 lakh worth items to two clients or Rs.50 lakh items to one client per year during the past three financial years ending March 2021.Previous experience of providing such item in any banking and Financials company to be provided. (Documentary evidences/certificate from the purchaser in support thereof to be submitted).
4. The Bidder's supply office / stationery store should be within the vicinity of 60 km from IDBI Building, CBD Belapur, Navi Mumbai. (Documentary evidence to be submitted).
5. The Earnest Money Deposit amounting to Rs.2,00,000/- (Rupees Two lakh only) must be deposited by each Bidder. EMD may be handed over in the form of Demand Draft in favour of IDBI Bank Limited, Navi

Mumbai. The receipt so obtained may be submitted along with technical bid – it may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded within 15 working days after selection of the bidder for carrying out the proposed assignment. The EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after satisfactory completion of the job or such extended period as may be decided by IDBI Bank Ltd. at its own discretion. Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered;

6. Track record of the bidder should be clean and it should not have any involvement in illegal activities or financial frauds. Tenders must be accompanied with declaration to this effect on the letterhead of the bidder.
7. The bidder whose contract in the past three years was terminated during the contract period due to unsatisfactory performance, will not be eligible for applying now /considered for awarding the contract. A bidder who was awarded the contract earlier but refused to continue the contract/refused to sign the agreement as given by IDBI Bank will also be not eligible for this service contract.
8. Declaration on letterhead of the bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for IDBI Bank after the contract was awarded by IDBI Bank in the past;
9. The bidder should not have been put in negative list by any public sector bank/ Govt. organization, for breach of applicable Laws or violation of

regulatory prescriptions or breach of agreement (a declaration to this effect on the letterhead of the bidder shall be given).

10. Declaration on letterhead of the bidder(s) that it has never been involved in any illegal activity or financial frauds;

N.B:- Tenders not accompanied by such documentary evidences (as per Pre-qualification criteria) will not be considered and be rejected forthwith.

Annexure - IV

Terms and conditions of the contract

1. The contract for empanelment, if awarded, shall be initially for a period of 1 (one) year (including successful completion of trial period of 3 months) or less as decided by IDBI Bank. The tenure may thereafter be extended for a period of 1 (one) year with total maximum period of 2 (two) years on the same terms and conditions, with mutual consent, on observation of satisfactory performance and other aspect/consideration, as determined by IDBI Bank, at its sole discretion. The contract shall come to an end by natural efflux of time without any further notice to be given by IDBI Bank to the Bidder, unless terminated earlier. It further reserves the right to extend, reduce and cancel the tenure of empanelment as per the performance of bidder.
2. The Green Cloth Document Bag indicated in **Annexure IV** should fulfill the specification mentioned. The bidders have to put their bid for the said item by quoting the price for per bag.
3. In the event of the last date for the receipt of bids is declared a public holiday for IDBI Bank, the bids will be received up to the specified time on the succeeding working day.
4. IDBI Bank reserves the right to amend / modify the tender document or issuing any corrigendum to the bid process. The bidder shall not claim as a right for IDBI Bank to do the aforesaid.

5. The bidder shall bear all costs associated with the preparation and submission of its bid and IDBI Bank shall, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.
6. Conditional tenders / incomplete tenders will not be accepted and be summarily rejected.
7. Prospective bidders may only submit the bids if the bids are valid for at least 90 days from the last day of submission of the Tender.
8. **The Bidder shall quote rates in the format as indicated in the Financial Bid (Annexure - V) inclusive of all applicable taxes (GST etc.). Any rise in cost by the manufacturer or tax levied by the Government from time to time due to various reasons shall have to be borne by the vendor for the contract period. Any deviation in the quote other than as stated in the Financial Bid shall be rejected summarily.**
9. Applicable taxes will be deducted at source at the time of settlement of bills unless the contractor produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
10. **Bidders will be ranked on the basis of the quote mentioned for the said item. The lowest bid quoted by a vendor will be the L1. In the unlikely event of a tie between / among the bidders, the bidder with higher average annual turnover in the last 3 years shall qualify as L1.**

11. The written offer of contract issued to the successful bidder shall have to be accepted by the bidder in writing within 7 (seven) days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD and cancellation of the award.
12. No escalation in rates on any account shall be permitted during the contract period (including any extension).
13. No advance will be paid.
14. The bidder shall strictly conform to the terms and conditions of the Tender.
15. The EMD amount shall be forfeited in the event of any evasion, refusal or delay on the part of the bidders to accept the offer in case his tender is accepted.
16. The successful bidder shall not discontinue the Services during the initial contract of 1 (one) year from the date of awarding of the contract. In the case of failure to provide the Services for the minimum period of 1 (one) year, IDBI Bank has the right to forfeit the EMD amount paid /deposited by the successful bidder.

17.IDBI Bank Ltd. reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days prior notice in writing without assigning any reason thereof. However, the Contractor shall not terminate the Contract during the initial Contract period of 1 (one) year from the date of awarding of the Contract and thereafter may terminate the contract by giving three months prior notice in writing, in case it decides to stop the services.

18. IDBI Bank Ltd. reserves the right to reject any or all offers without assigning any reason. IDBI Bank may decide not to avail of any services from any bidder as a consequence of this Tender. IDBI Bank also reserves the right to re-issue/recommence the entire bid process without the bidder having the right to object. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the bidders.

19. Arbitration : In the event of any dispute or difference of between the parties arising out of or in connection with this contract or with regard to performance of any obligations by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation by referring the issue to Chief General Manager (Centralised Operations) of IDBI Bank. However, if the same still remains unresolved, then such dispute or difference in respect of contract or the subject matter thereof shall be referred to a single Arbitrator acceptable to both the parties for the decision. In case the parties fail to agree upon a single arbitrator, then each party shall appoint one arbitrator and the appointed arbitrators shall appoint a third arbitrator and the dispute or difference in respect of this Agreement or the subject matter thereof shall be referred to the three arbitrators so appointed. The award of the Arbitrator shall be binding upon the parties to the dispute. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Mumbai and the language of the proceedings shall be in English. Subject to the above, the Courts at Mumbai alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract. The cost of arbitration shall be borne equally by both the parties. Work under the contract shall be continued during the arbitration proceedings. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the EMD, penalty as may be decided by IDBI Bank and future blacklisting of the printer/bidder/vendor.

20. **Terms of Delivery :**

IDBI Bank Ltd. may request for staggered delivery. The items are to be delivered as per specific delivery instructions from time to time. IDBI Bank will not reimburse any delivery / conveyance charges, loading / unloading charges over and above the rates quoted in financial bid.

The rate quoted by the bidder shall be self-supportive and shall have no bearing on the price and quantities of similar / other items ordered by IDBI Bank. In case the delivery is not made within the stipulated period and quality of the item does not meet the prescribed standards, IDBI Bank shall have the right to cancel/reject entire/part order / delivery.

Suitable penalty will be imposed by IDBI Bank at its sole discretion for slippage in delivery schedule or unsatisfactory quality of item supplied at different period or any other grievances suffered by IDBI Bank. IDBI Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in its hands due or which may become due to the bidder including EMD/Security Deposit. The payment or deduction of such damage shall not relieve the bidder from his obligation to supply the item(s) or from any other obligations and liabilities under the contract. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the bidder.

21. **The quantity indicated in financial bid are approximate 1 (one) month requirement. However, same is liable to vary based on actual requirement. Further, IDBI Bank / User Departments will place the order in small quantity mostly on monthly / fortnightly basis and the bidder is required to supply the material in quantity ordered by IDBI Bank / User Department.**

In case of emergency IDBI Bank reserves the right to order the required quantity during the course of the day and the bidder is required to supply the material within the stipulated period even if the quantity is very small.

22. Representations And Warranties :

The Bidder represents and warrants that :

- I. The Bidder is a duly organized and validly existing entity under the laws of India and the Bidder has full authority to enter into this contract and to execute, deliver and perform all of its obligations hereunder according to the terms hereof.
- II. The Bidder has the requisite experience, license, expertise, qualified manpower and other requisite resources to provide the services and hereby represents and warrants that all services provided hereunder shall at all times strictly conform to the requirements of this contract as set out herein; the Bidder warrants that all services provided hereunder shall conform to the requirements of this contract.
- III. The execution, delivery or performance by the Bidder, of the contract shall not contravene constitutional documents of the Bidder.
- IV. The Bidder has full power and authority to enter into this contract and to take action and execute any documents required by the terms hereof and this contract is enforceable in accordance with the terms hereof and the person(s) executing this contract on behalf of the Bidder is/are duly empowered and authorized to execute this contract and perform all its obligations in accordance with the terms herein.

- V. The Bidder warrants that there are no legal proceedings instituted or threatened against the Bidder before any court or administrative body or arbitral tribunal which might adversely affect the ability of the Bidder to perform its obligations under this contract.
- VI. Each of the representations is true and correct in all material respect as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect.
- VII. The Bidder acknowledges that it has made the representations with the intention of persuading IDBI Bank to enter into contract and that IDBI Bank has entered into the contract on the basis of, and in full reliance on, each of such representations.

IDBI Bank hereby represents that :

- I. It is duly organized and formed under the relevant laws of India.
- II. It has the right, power and legal capacity to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory or otherwise), to authorize the execution and delivery of this contract on behalf of itself.

23. Indemnification :

The Bidder agrees to indemnify, protect and save without harm to IDBI Bank, its officers, directors, agents and employees to the fullest extent, permitted by law, from and against any and all actions, suits, claims, proceedings, costs damages and expenses or any loss of any kind whatsoever in case of any misappropriation, negligence, omission, deficiency of services, non-observance

and non-performance of the terms and conditions of this contract or fraud on the part of the Bidder or its staff or agents who are handling these instruments. The Bidder shall bear all loss, in case of misappropriation, misuse or damage or fire incident to the documents or any other security instruments which are in possession of the Bidder or its personnel or within the control of the Bidder or its personnel until such time they are handed over to IDBI Bank under proper acknowledgement.

In the event of IDBI Bank incurring any loss as stated above, IDBI Bank reserves a right to withhold payments / further payments due to the service provider and adjust the same towards the loss incurred by it and inform the same to the bidder.

24. Payment Terms :

Bills will be settled on submitting invoice/s for the items supplied directly by respective user department. Payment will be by electronic mode (NEFT/RTGS/Transfer to account, if account is with IDBI Bank) only. In case there is any defect in the material supplied, the bidder shall replace the defective material within three days from the date of receipt of advice from IDBI Bank, failing which the cost of such defective item/s shall be deducted from any amount payable to the bidder or from security deposit.

25. The cost and consequences, if any, would be borne by the bidder for the delivery and acceptance of the item(s) mentioned.

26. The rates quoted shall remain firm during the currency of contract period (including any extension).

27.Each page of the tender document shall be signed & stamped by a person / persons authorized by the bidder / bidder entity.

28.For the purpose of tendering, the bidders are required to quote for all the items of the respective part of the tender to enable the IDBI Bank to access their standings vis-à-vis quoted rates.

29.Bidders shall comply with all requirements of law for submitting this tender and for performance of the contract.

30.**Penalty:**

IDBI Bank has the right to recover penalty for non-compliance of terms of as indicated in Section IV.

31.**Compliance with law :**

The Bidder shall comply with all applicable laws while undertaking the duties and obligations as set out under this Agreement.

32.**Non-assignment :**

The Bidder shall not assign or sub contract any of its duties or obligations under this Agreement to any other person or party without the prior written consent of IDBI Bank.

33.**The bidder shall open and maintain an account with any branch of IDBI Bank in Mumbai during the period of the contract.**

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person :

Name of the signatory :

(In block capital letters)

Status of the signatory i.e. :

Proprietor/partner :

Date :

Address of the bidder :

Telephone no/s :

Bidder's Seal :

Annexure -VI

Profile of the Bidder

Sr.	Particulars	Remarks
1.	Name of the Vendor	
2.	Constitution of the Vendor	<ul style="list-style-type: none">○ Public Limited Company○ Private Limited Company○ Partnership Firm○ Propriety Concern○ Co-Operative Society
3.	Directors/ Partners / Proprietor	Name Address Telephone / e-mail
4.	Date of Establishment	
5.	Correspondence Address of the Vendor Registered Address of the Vendor	
6.	Contact details of the vendor (landline no. / mobile no. / fax no. / email id)	
7.	Permanent Account No. and GSTN (Enclose a copy of the PAN Card and GSTN)	

8.	Whether your agency is empanelled with any Bank/RBI/Govt. Organization If so, please give details, such as Address of such Banks, Organization Contact person with Telephone Nos.	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.	Annual Turnover for the last three Financial years. (Enclose copies of Annual Balance Sheet and Profit and Loss Account For the last two financial years)	Years Turnover (Rs. Crores)
10.	Current work if any being done for large organizations / Banks	
11.	Any other details of relevance	

Signature:

Name of the Authorized Person :

Designation :

Company Seal :

Signed and Delivered by
the within named

M/s.

.....

Date :

IN THE PRESENCE OF

1. Signature Name : Address:	2. Signature Name : Address:
--	--

Annexure - VII

PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2021, 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 CPU Department (Administration Section) / Office at Annex Building, 3rd floor, Plot No.39/40/41, Sector 11, CBD Belapur, Navi Mumbai – 400 614., (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 _____, Authorised Signatory / POA Holder / 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.

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, organisation 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 so having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

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

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

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

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, 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 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 upto 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 middle manor 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 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 PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission, the

Names and Addresses of the Monitors is given as under :

Sr.No.	Name of IEM	Contact Number	E-mail Address
1	Dr. Ravindra Kumar Srivastava IAS (Retd.)	9999985440	Srivastava.rks@gmail.com
2	Shri Prem Chand Pankaj, Ex-CMD, NEEPCO	9717433886	prempankaj@gmail.com

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

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

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

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

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

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

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/Contractors, 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

Designation

Witness 1:

(Name & Address) _____

Name

Designation

Witness 2:

(Name & Address) _____