

Request for Proposal (RFP)

for

Managed Services (MS)

Of

Cash Recycler Machines (CRMs) 2022-23

<u>Sr. No</u>	<u>Index</u>	<u>Page Number</u>
1	Document Control Sheet	3
2	Disclaimer	5
3	Section – I Request For Proposal	7
4	Section – II Eligibility Criteria for the Bidder	12
5	Section – III Scope of Work	14
6	Section – IV Instructions to the Bidder	24
7	Section – V Terms and Conditions	28
8	Annexure – 1 Offer Covering Letter	51
9	Annexure – 2 Details of Experience in ATM/CRM Managed Services)	53
10	Annexure – 3 Indicative Commercial Bid	54
11	Annexure – 4 Details of the Bidder	56
12	Annexure – 5 Bank Details	58
13	Annexure – 6 Cash Management Services & Reconciliation	59
14	Annexure – 7 - FLM & SLM Service	63
15	Annexure – 8 Centralized EJ & Software, Content distribution	66
16	Annexure – 9 Helpdesk & Incident Management	68
17	Annexure – 10 Consumables and Stationary	69
18	Annexure – 11 Undertaking	70
19	Annexure – 12 Agreement/Contract	72
20	Annexure – 13 Performance Security	78
21	Annexure – 14 Deed Of Indemnity	83
22	Annexure – 15 Non-Disclosure Agreement	87
23	Annexure – 16 Format of Power of Attorney	93
24	Annexure – 17 Information Security Certificate	95
25	Annexure – 18 Pre Contract Integrity Pact	96
26	Annexure – 19 Business Rules of ORA.	103

Document Control Sheet

Name of the Company	IDBI Bank Ltd.
Bid Ref No	IDBI Bank/ CRM-RFP/2022-23
Date of commencement of issue of tender document	November 28, 2022
Cost of the tender document	Nil
EMD (Earnest Money Deposit) Amount	Rs.15 Lakh
Pre-Bid queries to be mailed by	December 06, 2022, 6.00 pm
Pre-bid meeting with Bidder on queries raised	December 07, 2022, 3.00 pm
Last Date and Time for receipt of Bids (Commercial & Technical)	December 20, 2022, 3:00 pm
Date and Time of opening of Technical Bids. Eligibility and technical bid evaluation will be done a later date.	December 20, 2022, 4:00 pm
Date and time of opening of Commercial Bid	Will be indicated at a later date
Place of Opening of bids /pre-bid meeting	Dy. General Manager Digital Banking and Emerging Payments ATM Command Centre, Ground Floor IDBI Building, Plot no:39/40/41 Sector 11, CBD-Belapur Navi Mumbai Pin: 400614
Address for Communication	Dy. General Manager Digital Banking and Emerging Payments ATM Command Centre, Ground Floor IDBI Building, Plot no:39/40/41 Sector 11, CBD-Belapur Navi Mumbai Pin: 400614 Email : idbimsprfp@idbi.co.in

Note: This tender document is the property of IDBI Bank Ltd. & is not transferable. 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

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

This RFP document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “**Bidders**” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder 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 and wherever felt necessary obtain independent advice. 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 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 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 rights of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. All corrigenda, including extension in date of submission of bids or any other date (if necessary) will be published on Bank’s website only and no Addendum/Corrigendum will be published in newspapers or in any other media. Bidders should accordingly visit Bank’s website regularly to keep themselves updated. Any information contained in this document will be superseded by any later written information on the same subject made available by IDBI Bank at its website. Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not

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

IDBI Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. 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 and without being liable for any loss / injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidders / parties directly or indirectly connected with the bidding process.

SECTION - I

Request for Proposal

1.1 Background

- 1.1.1 IDBI Bank Ltd (“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 and a banking company under section 5(c) of the Banking Regulation Act, 1949 (10 of 1949). Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934.
- 1.1.2 IDBI Bank has currently deployed around 510 Cash Recycler Machines under owned model across the country as on October 31, 2022. IDBI Bank intends to avail services of a Bidder of repute having proven expertise and competence in the field of CRM Managed Services.
- 1.1.3 IDBI Bank invites Request for Proposal (“RFP”) for managing their existing off-site and on-site CRMs as well as all the CRMs to be deployed by IDBI in future under its own model/capex model, from Bidders having proven past experience and competence in the field of CRM Managed Services in various banks at different locations PAN India, as mentioned in the scope of services.
- 1.1.4 The tender document may be downloaded from the Bank’s official website ‘www.idbibank.in’.
- 1.1.5 All costs and expenses (whether in terms of time or money) incurred by the Bidder in any way associated with the preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Bidder.
- 1.1.6 The RFP document is intended solely for the information of the party to whom it is issued (“Recipient”). Each Recipient may notify the Bank of any error, fault, omission, or discrepancy found in this RFP document as pre-bid query on or before the last date of submission of pre-bid query. A Recipient will, by responding to this RFP document, be deemed to have accepted the terms as stated in this RFP.

1.1.7 Tendor be opened in the presence of the Bidders' representatives who choose to attend the opening of tenders on the above specified date, time and venue. Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender offer are described in this RFP document.

1.1.8 The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and successful Bidders as identified by the Bank, after completion of the selection process as detailed in this document

1.2 **Bid Currency**

1.2.1 Bids are to be quoted in Indian Rupees only. The Bid prepared by Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and IDBI Bank, shall be preferably in English only

1.3 **Bid Security [Earnest Money Deposit (EMD)]**

1.3.1 The Bidder shall furnish EMD, as part of its bid security as mentioned in Document Control Sheet by way of demand draft or pay order in favor of 'IDBI Bank Limited' payable at Mumbai issued by a scheduled commercial bank. .

1.3.2 In terms of the Govt. of India guidelines on Public Procurement Policy for MSMEs, registered MSEs under the MSME Act, will be exempted from payment of Earnest Money Deposit (EMD) subject to providing proof of document (Copy of MSME Registration Certificate).

1.3.3 The Bid Security / EMD will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the Bidder to sign and execute the purchase order / services agreements or any other documents, as may be required by Bank in case the Bid is accepted by the Bidder.

1.3.4 The Bid Security/EMD of the successful Bidder(s) will be returned within 90 days from date of signing of the contract and submission of performance guarantee on receipt of the letter from the bidder.

1.3.5 The Bid Security/EMD of the unsuccessful Bidders' will be discharged or returned as promptly as possible but not later than ninety (90) days after the expiration of the period of bid validity prescribed by IDBI Bank Ltd. No interest will be payable on bid security amount. In the event of non-submission of bid-security amount as mentioned above, the proposals will be rejected. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder.

1.3.6 The bid security will be forfeited:

- a) If the Bidder withdraws its bid during the period of bid validity; or
- b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- c) In the case of the successful Bidder, if the Bidder fails:
 - i. To sign and execute the purchase order / services agreements/contract form, or any other documents, as may be required by Bank in the form and manner to the satisfaction of IDBI Bank Ltd.
 - ii. To furnish performance security in the form and manner to the satisfaction of IDBI Bank Ltd.

Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding upon the Bidder.

1.3.7 The Bidders shall submit their offers strictly in accordance with the terms and conditions of this RFP document. Any Bidder, who stipulates conditions contrary to the conditions given in this RFP document, is liable for rejection forthwith. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidders.

1.4 Any decision as to compliance of the terms and conditions of this RFP document and on rejection of any tender document or any part thereof shall be at the sole discretion of IDBI Bank Ltd. and shall be final, conclusive and binding on the tenderer /supplier/Bidder.

1.5 Prices that are not quoted as above will be summarily rejected. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be

rejected forthwith. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on Bidders.

1.6 IDBI Bank Ltd. reserves the right to adjust arithmetical or other errors in the bid, in the manner in which IDBI Bank Ltd. considers appropriate or deemed fit. Any adjustments so made by IDBI Bank Ltd. shall be stated to the Bidder, if IDBI Bank Ltd. makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of IDBI Bank Ltd. and be final, conclusive and binding on the Bidder.

1.7 The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by IDBI Bank Ltd. prior to the last date and time prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder, subsequent to the last date and time for submission of offers.

1.8 **Period of Validity of Bids**

- a. 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 without assigning any correspondence. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidders.
- b. In exceptional circumstances, Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Extension of Bid Validity Period by the Bidder should be unconditional and irrevocable. The refusal of the request for extension of the period of validity shall not forfeit or affect the validity of the Bid Security. A Bidder granting the consent will not be permitted to modify its bid.
- c. Any bid received by IDBI Bank after the last date for receipt of bids prescribed by IDBI Bank, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder(s).

1.9 Pre contract Integrity Pact

IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The bidder is required to submit duly executed Pre-Contract Integrity Pact in line with **Annexure 19** as a pre-requisite while submitting the bid. The IP has to be executed on stamp paper/ franked (in Rs.500/- or the prevailing rate at the time of execution) and submitted to the Bank along with the bid documents.

1.10 Information Security Certificate

The bidder is required to submit duly executed Information Security Certificate in line with **Annexure 18** as a pre-requisite condition while submitting the bid.

SECTION - II

Eligibility Criteria for the Bidder

- 2.1 The Bidder submitting the offer should be registered company in India and should have a minimum turnover of Rs 25 Crores with positive net worth for all the three financial years FY 2019-2020 (audited), FY 2020-21 (audited) and FY 2021-22 (audited/unaudited). The Bidder must submit copies of Annual Accounts & Balance Sheets for the last 3 financial years along-with offer letter (as per Annexure 1).
- 2.2 Bidder should be providing ATM/CRM Managed Services for at least two Public Sectors or Private Sector Banks across PAN India (latest satisfactory service certificate, not older than 3 month at time of bid submission, on Bank's letter head to be submitted). The Bidder should have presence of its own Managed services Center/ Field Support Teams in at least 15 states across the country.
- 2.3 The Bidder should be in the business of ATM/CRM Managed Services in India for at least minimum period of 5 years as on October 31, 2022. Bidder should have experience of 5 years in undertaking ATM/CRM managed services activities viz. (i) Helpdesk & Incident Management, (ii) EJ Reconciliation & Settlement, (iii) Supply of Consumables & Stationary, (iv) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATMs, (v) Cash Management Services, Reconciliation and settlement, (vi) ATM/CRM First Level Maintenance (vii) Second Level Maintenance for ATM/CRM.
- 2.4 Bidder should be managing activities of ATM/CRM Managed Services in India as mentioned in point (2.3) for at least 1500 ATM/CRMs of PSU/ Non-PSU PSB/ scheduled commercial Banks, as on October 31, 2022. ATM/CRM Managed Services contracts which have expired and CRMs/ATMs which are in process of transition/transfer will also not be considered in count of 1500 ATM/CRMs.
- 2.5 The Bidder should have its own 24x7 remote management center in India.
- 2.6 The Bidder should have disaster recovery Centre and business continuation plan in place.
- 2.7 The Bidders facilities and services should be ISO 27001:2013 or PCI DSS or ISO 9001:2015 certified as per the specification/SOW mentioned in the RFP.
- 2.8 The Bidder should not have been blacklisted by any Govt./ Govt. Agency /Bank(s) /Financial Institutions/RBI/ IBA in India in the last seven years, as on October 31, 2022, for breach of any applicable law or violation of regulatory prescriptions or breach of agreements. The Bidder has to submit self-certification to that effect on their letter head.

2.9 The Bidder should ensure that there are – (a) no legal proceedings pending or threatened against Bidder or which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.

2.10 Neither the execution , delivery/implementation of the product by the Bidder of the Contract nor the Bidder’s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

Note: The Bidder must comply with all above-mentioned criteria. Noncompliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. IDBI Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of IDBI Bank in this regard shall be final, conclusive and binding upon the Bidder.

SECTION – III

SCOPE OF WORK

- 3.1 IDBI Bank has installed various make and models of 510 CRMs from Hitachi at its branches and offsite locations. The onsite CRMs are connected on the Bank's WAN. The offsite CRMs are connected using V Sat connectivity. Bank has also taken backhauls ending at its Data center (DC) and one link each ending at DR Center.
- 3.2 Bidder should shift the CRMs to new locations as per Bank's requirements in case of relocations, renovations and closure of a particular site. Shifting charges for CRMs (same lobby, intercity and intra city) on mutually agreed cost between Bank & Bidder.

3.4 Cash Reconciliation

- a) The Bidder should resolve reconciliation disputes within 2 Calendar days of reporting the difference. If the Bidder does not resolve the dispute by second Calendar day the difference amount / penalty will be recovered from Bidder on ~~fourth~~ third Calendar day.
- b) Upon reconciliation if difference is observed, the Bidder will be responsible for reconciliation of cash and resolution of all related complaints received from customers. The cash shortage under this model has to borne by the Bidder.
- c) Transaction level Reconciliation for Deposits and Withdrawals - 3 Way Reconciliation comprising EJ/Switch/ CBR.
- d) Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction.
- e) Initiating proactive Credits on the basis of above transaction level reconciliation and reconciliation of excess utilized. The Credit Adjustments to be given immediately after reconciliation on T+1 day to CRU, failing which penalty levied by NPCI / statutory authority towards delay in failed transaction settlement will be borne by bidder.
- f) Any shortage or loss of cash, whatsoever and for whatever reason shall be immediately made good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank

shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any.

- g) Bidder shall ensure that reimbursement raised by Bank towards reconciliation differences / dispute settlement, mutually agreed between Bank and Bidder needs to be settled by way of NEFT / RTGS/ Electronic transfer by 15th of succeeding month. This should be done by the bidder regularly on monthly basis.

3.5 AMC & Second Line Maintenance of equipment's at CRM sites (SLM)

3.5.1 The Bidder has to enter into a comprehensive Annual Maintenance Contract with the OEMs of CRMs. Bidder has to ensure all CRMs are in operational condition for 24X7X365. During AMC period, the Bidder has to make necessary arrangement with the respective vendors as part of the scope.

3.5.2 No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity, repairs, replacement of all spares of CRMs, Connectivity equipment's, electrical consumables, spare part etc., what so ever.

3.5.3 Supply, installation and replacements of original spare parts (OEM make only) including all consumables due to any breakdowns, voltage fluctuation, electrical fluctuations, short circuit, rodent attacks, vandalism etc. or natural wear & tear or due to aging of CRMs, whatsoever reason, without any extra cost to Bank. Bank will only bear the cost towards replacement of the faulty parts due to fire, thefts, & natural calamities.

3.5.4 Further, the Bidder should arrange for change of password & Replacement of electronic or mechanical lock or break opening of lock of CRMs without any additional cost to Bank on account of any reason thereof.

3.5.5 Preventive maintenance (PM) for CRMs once in every three months and as and when required shall be done by the Bidder. Bidder should invariably submit a hard copy of PM Consolidated report at IDBI-HO, authenticated by IDBI Bank Branch duly stamped, signed evidencing the PM activity being done in the first month of subsequent quarter.

3.5.6 Bidder shall be liable for penalty per CRM @ Rs.500/- per quarter, for delay in submission of PM reports.

3.5.7 Bidder has to provide CRM camera image free of cost, whenever Bank requires the same.

- 3.5.8 Any financial loss on account of non-availability of the footage due to reasons attributable to bidder, shall be borne by the Bidder.
- 3.5.9 Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated by the Bank without any additional cost to the Bank.
- 3.5.10 Quarterly satisfactory performance certificate/report has to be submitted by the bidder from base branches along with seal and acknowledgement at IDBIHO in the first month of subsequent quarter.
- 3.5.11 Bidder shall be liable for penalty of Rs.500/- per CRM, per quarter, if Quarterly satisfactory performance certificate/ report of the said CRM site are not submitted within the specified time line along with base branch seal and acknowledgement.
- 3.5.12 The Bidder is expected to take full-fledged responsibility of the CRM (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables/ software for whatsoever reason other than theft, fire and natural calamities.
- 3.5.13 Bidder should ensure that CRM should accept & dispense all new variants of currency issued by RBI from time to time & shall always maintain updated template for all new variants of currency (e.g. Rs.50, Rs.100, Rs. 200, Rs.500 & Rs.2000) across all CRMs.
- 3.5.14 The Agents Updates, Patches (or any other software / OS component) etc. shall be provided by the Bidder through OEMs without any additional cost to the Bank.
- 3.5.15 Checking and resolving of CRM camera error/issues as a part of SLM & PM activity or otherwise as and when occurred/ required.

3.6 Centralized Electronic Journal (EJ) pulling, Software & Content distribution at CRMs

- a. The Bidder should have the facility to extract the electronic journals for all the transactions in each and every CRMs to a centralized location server and Bidder should provide EJ viewer facility to the Bank.
- b. Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 (Calendar Days) basis and 100% on T+2 (Calendar Days) basis.
- c. Bidder has to ensure EJ to be recorded at CRM in the form of PDF/Encrypted format only, with a sole private key to the Bank. Successful bidder must preserve, pull, store, forward/transfer EJ to Banks SFTP EJ server in encrypted format.
- d. The successful Bidder has to take full responsibility of pulling Electronic Journals from CRMs and archival of the same at least for a period of 6 months or as decided by the Bank. The Bidder has to provide the Electronic journals to Bank's reconciliation team on T+1(Calendar days) basis at the desired location as decided by Bank.
- e. The solution should be compatible & capable of working on third party software for EJ pulling services i.e. IQSD, Radia, SDMS, Infobase etc. and / or any other agent that the successful Bidder may deploy and in no way should hamper the functionality of the CRM.
- f. In case of software crash, Bidder will make arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the CRM disconnects or EJ Pulling software needs to be re-installed, Bidder will take up the matter directly with the respective vendors for solution immediately but latest within 8 hours. Bank will not be responsible for the same.
- g. Centralized content distribution to all CRMs within 2 days after Bank provides creative , new/additional CRM screen sets & audio files etc. and provides details of Successful and unsuccessful upload of the same in CRM. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Bidder should update the same by sending engineer onsite without any cost to Bank. In case, Bank requires to change the full screen set of CRMs or full set for additional language, then Bank will bear the cost of same on mutually agreed terms wherein onsite visit by the CRM engineer is required.

- h. Screen distribution should be platform independent – should support windows 10 or any other higher Operating Systems installed on Bank CRMs. The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats.
- i. The solution should be capable of distributing screens, audio files, anti-virus software and patches at specified CRMs PAN India and also should be capable of roll back if brought to the previous state.
- j. All necessary hardware, software etc. required for this purpose (if not installed on any of the CRMs) shall be provided by the Bidder without additional cost to Bank.

3.7 Helpdesk & Incident Management

Centralized Helpdesk with multiple communication lines as single point of contact for CRM or any other related issues.

- a) Proactive problem resolutions round-the-clock and remote support to field operatives and Branches.
- b) The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.
- c) The Bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for CRM, automated on-line real-time fault detection & trouble ticketing.
- d) The Bidder should coordinate with CRM vendor/OEM for all the activities under the scope of work of this RFP.
- e) The Bidder's Incident Management Services should also manage the coordination and follow up till resolution of incidents that require both single and multiple third parties.
- f) Proactive and reactive review of hardware & Software performance of CRM.
- g) The Bidder shall provide CRM Uptime/ downtime / SLA report within 24 hrs. as desired by Bank as and when required.
- h) Any customization required for monitoring the performance of CRM has to be done by the successful Bidder at his own cost.

- i) Detailed analysis report on performance, uptime and availability of CRMs to customers CRM wise /State wise/center wise etc. on monthly basis and/or as and when required.
- j) Monthly Reports on the Bidder's performance on call logging, call forwarding to the Third Party Vendor and escalations if required.
- k) The Bidder should provide monthly and daily detailed CRM transaction report on CRM performance. The Bidder should submit daily report on the status of Reconciliation for all the CRM's to the respective Branches & CRU.
- l) Long pending issues and exceptional cases shall be reported in a separate format on daily basis and on weekly basis as the case may be.
- m) Bidder shall deploy 2 in-house manpower resources along with Laptop with network connectivity at Bank's premises for co-ordination works/activities with various stakeholder

3.8 Consumables and Stationary

- a) Supply of consumables (i.e. RP Paper) without any quantitative limit and as per the specifications of the Bank.
- b) Bidder should proactively supply consumables to the Branches, on the basis of transactions pattern of that particular CRM, without waiting for Branch/Bank confirmation/request.
- c) The receipt printer paper roll shall be as per the specifications decided by Bank and will be having IDBI Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.

3.9 Cash Management Services :

- a) Cash Replenishment Services can be outsourced to accredited / reputed Cash- in- Transit (CIT) agencies with the consent of the Bank. The Bidder will be responsible for Service Level Agreement (SLA) for the CIT vendor. The replenishment process, inter alia, includes receiving cash from a designated center/branch/currency chest of the Bank, doing TIA activities at CRM, performing End of Day (EOD) daily and furnishing reconciled CBR (Cash Balance Report) /cash deposited at CRM machines on daily basis and submitted to the designated branch. The bidder should also submit various MIS reports (like daily settlement report, Fortnightly cash forecast report,

Deposit, Discrepancy Reports, Monthly total Cash Report vault wise, cash indent report CRM wise etc) as required by the Bank. The Bidder/CIT agency should have their own vaulting facility where required. Overnight vaulting will be granted by the Bank as and when required based on average deposit/dispense pattern. Any consequences/penalty arising on account of delay / lapse in submitting daily CBR, shall be borne by bidder.

- b) Mode of transport should be with armed security vehicles, as per regulatory guidelines.
- c) The CIT agency shall take adequate insurance policy with Bank clause for the value of entire cash throughout the Cash Replenishment Services Cycle for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in favor of IDBI Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank. Copy of the Insurance policy should be submitted to the Bank. The Bidder or the CIT agency shall pay the premium for obtaining insurance cover.
- d) Any shortage or loss of cash, whatsoever and for whatever reason shall be immediately made good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any. The CIT agency should ensure correctness and genuineness of the cash and shall take the CRM fit currency notes in its possession. Once the currency note packets are taken out of Bank's premises, the Bidder would be responsible for shortage and fake currency if any, noticed subsequently. Bidder to immediately reimburse such loss separately to Bank by way of RTGS / NEFT.
- e) Bank will undertake periodic verification of the cash held on its behalf by the CIT agencies. The Bidder will ensure that cash verification by Bank's officials, authorized agents is allowed by the concerned CIT agency. Such periodic verification shall be done by the Bank in a planned manner or with an element of surprise.
- f) The Bidder shall be fully responsible for the actions and integrity of the persons employed to carry out the functions of Cash Replenishment.
- g) Bank will provide CRM fit currency. However, the sorting of cash before loading in Offsite CRM is the responsibility of the Bidder. In case of any counterfeit currency found in the CRM, the Bidder will be held responsible for such instances. Any financial/ legal consequences will be the responsibility of the Bidder.

- h) The Bidder should submit duly attested photo list, signatures of the custodians and signatures of the authorized signatories to the Cash issuing branch under its covering letter to the Cash Branch.
- i) Proactive Replenishment of consumables (i.e. RP Paper) without any quantitative limit and as per the specifications of the Bank.
- j) Bidder should maintain sufficient cash in CRM to avoid any cash dry situation to customers. Also unload cash from CRM & hand it over to designated nodal branch. Bidder has to do multiple daily cash loading & unloading activity for each CRM. Replenishment of services should be available for 24X7X365 for all CRM.
- k) Bidder shall do Cash forecasting for replenishment of Cash at Offsite Locations.
- l) The Bidder will perform the TIA (Teller Initiated Audit) transaction at CRM during the cash replenishment/tallying as per the process defined by the Bank. Bank will provide the Admin cards to the Bidder for above purpose.
- m) Clearing of Receipt, Card, and Currency Jams/ Dispenser error/ Purge bin overflow & attending all FLM calls & Replacement of defective LAN Cable etc.
- n) Identification / Rectification /Reporting of basic site related problems (e.g.: Electrical problems, UPS, V Sat etc.).
- o) Co-coordinating with Bank/ CRM vendor/ Switch in case of faults detected during FLM calls, checking CRM connectivity On / Off-line & resolving all FLM calls.
- p) Cash Management Services, as per (MHA and RBI Guidelines) (For Offsite):
- q) The bidder shall ensure that CRA shall follow the laid down operational standards on usage of infrastructure for cash transportation, specially fabricated vehicles, specialized and trained staff, carriage value limit per visit and specification for private cash vaults and overnight vaulting facility etc., to be facilitated by the service provider and its subcontractors dealing with movement of cash from time to time.
- r) Cash movement and replenishment at applicable CRMs should be carried out strictly in accordance with recommendations made by Ministry of Home affairs, RBI and such other statutory authorities from time to time. All cash logistics shall be carried out in the manner as prescribed in the model rules governed by MHA, RBI, and such other statutory authorities.
- s) Cassette Swap based CRM replenishment (For Offsite): The bidder shall be responsible for end to end implementation and adherence of Cassette swap based CRM replenishment at the applicable CRMs as per the guidelines issued by RBI and such

other statutory authority from time to time. Bidder shall ensure that lockable cassettes shall be swapped at the time of cash replenishment at the applicable CRMs.

- t) Loading and unloading of cash in the CRM by way of Cassette swap method or Add cash method, whichever, shall be decided by Bank. At any point during contract period, Bank may decide to change the loading process to Cassette swap method for some/all of the CRM Centres. Bank shall provide/pay for additional cassettes required for the purpose of Cassette swap as one time cost to the Bidder for adopting new process.

3.10 Networking for CRM Connectivity

3.10.1 The Bidder will connect to the Bank's location at DC and DR through a 4 mbps lease line or higher as per the requirements with a fall back from alternate service provider. The Bidder has to provide the network devices required at the Bank's location to terminate these links. The Bidder also has to ensure redundancy in network devices at DC and DR.

3.10.2 The entire network till the termination at Bank's DC/DR will be owned by the Bidder including the network equipment's and all the cost of equipment and backhaul cost (including all taxes and service tax etc.) should be borne by the Bidder.

3.10.3 The Bidder will monitor the CRM connectivity and should maintain 97% uptime. Bidder will provide weekly, monthly report of SLA and uptime of connectivity including backhaul links. End to end network management will be taken care by the Bidder and Bidder has to provide / makes necessary arrangement for the same.

3.10.4 The Network should adhere to the following security aspects:

- a) Strong Authentication
- b) IP Sec encryption for the traffic from CRM to DC, and DRC, as advised by the Bank for data confidentiality
- c) Segregation of proposed network from other customers and network level access controls including firewalls and router based access control should be implemented.

3.10.5 The installation/management of routers and/or other network equipment at Bank's Premises at DC and DRC and at the Bidders Hub/NOC shall be the responsibility of the Bidder and shall be done in consultation with Bank's Networking Dept. All the up-gradation / installation of OS patches as and when required shall be done by the Bidder. Bidders have to ensure that their network equipment's installed at Bank's Premises at DC DRC are on dual power supply.

- 3.10.6 Leased circuits for backhaul links shall not be shared with any other customer.
- 3.10.7 The Bank will have the right to conduct audits of the Network to ensure that the security controls are in place.
- 3.10.8 The Connectivity at DC & DR is to be through the security equipment's installed at the respective locations and the selected Bidder to co-ordinate with the Banks team, Security Integrator & Network Integrator.
- 3.10.9 In future, Bank may carry out design modification and/or application addition to the IDBI Bank network, including modification for the security policy implementation. Accordingly, Bidder should carry out necessary configuration changes in their network, as advised by the Bank time to time and no additional cost will be borne by the Bank in this regard.
- 3.10.10 The Bidder should have a Disaster Recovery and Business Continuity Plan and the details in this regard should be furnished as part of the technical bid.
- 3.10.11 The Bidder scope include network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, proactive monitoring and reporting, change management with service level agreement (SLA) binding the service provider to maintain uptime and application/service quality commitments.
- 3.10.12 Networking of onsite CRM to the CRM switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN switch & router and network of Offsite CRMs through various modes like VSAT & CDMA. Bank already has backhaul connectivity for this.

3.11 Switch Feed

- 3.11.1 Bank will provide standard online switch feed for monitoring CRM health status. Bidder should develop web based application or any other interface for monitoring CRMs at his own cost. The Bidder should also share the monitoring tool with Bank.
- 3.11.2 If successful bidder is not able to monitor CRM health status efficiently or build a interface along with standard online switch feed, then successful bidder should be capable of deploying the CRM along with agent based feed monitoring system without any additional cost to bank. This should be capable of monitoring health status of CRM efficiently to his central monitoring system.

SECTION - IV

Instructions to the Bidder

4.1 The tender documents cannot be sold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by IDBI Bank Ltd. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder.

4.2 **Submission Of Bids**

The offer should be submitted in two (2) parts in two (2) separate envelopes. The details thereof are as follows:

ENVELOPE-I (Technical Offer): (2 Copies)

The Technical Offer (TO) should be completed and complied in all respects and contains all information asked for, except prices. The TO should include all items asked for in Annexure 1. The TO should not contain any price information. It is mandatory to submit technical details in the prescribed formats as per Annexures attached in this RFP and other details duly filled in along with the offer. The Technical Offer Envelope containing the technical details as per Annexure-1, should also contain the following information

1. EMD of Rs 15,00,000;
2. Offer Covering letter as per **Annexure-1**.
3. Details of Experience in ATM/CRM Managed Services) as per **Annexure-2**.
4. Details of the Bidder as per **Annexure-4**.
5. Bank details **Annexure-5**.
6. Cash Management Services & Reconciliation- **Annexure-6**.
7. FLM & SLM Service- **Annexure-7**.
8. Centralized EJ & Software, Content distribution.- **Annexure-8**
9. Helpdesk & Incident Management- **Annexure-9**
10. Consumables and Stationary- **Annexure-10**
11. Undertaking as per **Annexure 11**;
12. Agreement/Contract- **Annexure 12**
13. Performance Security (PBG)- **Annexure 13**
14. Deed Of Indemnity- **Annexure 14**
15. Non-Disclosure Agreement as per **Annexure 15**;

16. Format of Power of Attorney for signing of bid as per **Annexure 16**;
17. Information Security Certificate- **Annexure 17**.
18. Pre Contract Integrity Pact- **Annexure 18**.
19. Business Rules of ORA- **Annexure 19**.
20. Two copies of RFP with Seal & Signature on each page;

ENVELOPE-II (Commercial Offer): (1 Copy)

The Commercial Offer (CO) (Annexure 3) should give all relevant price information and should not contradict the TO in any manner.

These two envelopes containing the Technical Offer and Indicative Commercial Bid should be separately submitted at address mentioned in the document control sheet. Please note that if any envelope is found to contain both TO and CO, then that offer will be rejected summarily by IDBI Bank Ltd. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder/tenderer.

Offers/bids Technical & Commercial must be submitted at the same time, giving full particulars in separate sealed envelopes at IDBI Bank Ltd's address, as per document control sheet.

The Bidder should also submit a copy of this RFP along with Corrigendum, if any, duly signed and stamped by its authorized signatory as acceptance of all terms and conditions including scope of work etc mentioned in the RFP.

- 4.3 Presentation to be made by the Bidder (Technical/ Functional specification) / Site visit if required.
- 4.4 There may be a meeting with all the Bidders on the stipulated date and time to address any queries in connection with the document. It is essential that all clarifications / queries be submitted to IDBI Bank Ltd. before the date specified on document control sheet.
- 4.5 Technical offer will be opened as per the date mentioned in document control sheet. The indicative Commercial offers of Bidders will not be opened who are technically disqualified and will not be taken up for further process and no discussions / interface will be granted to such Bidders.
- 4.6 IDBI Bank Ltd. will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and

whether items are quoted as per the schedule. IDBI Bank Ltd. may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all Bidders and IDBI Bank Ltd. reserves the right for such waivers.

- 4.7 To assist in the scrutiny, evaluation and comparison of offers/bids, IDBI Bank Ltd. may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder/tenderer.
- 4.8 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IDBI Bank Ltd. and supporting documents and printed literature shall be in English.
- 4.9 The offers/bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer/bid. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. IDBI Bank Ltd. may treat offers/bids not adhering to these guidelines as unacceptable. The bid form 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 forthwith. Any decision in this regard by IDBI Bank Ltd. shall be final, conclusive and binding on the Bidder.
- 4.10 IDBI Bank Ltd. will not entertain any enquiries from the Bidders post tender opening on the status of the bid, nor allow any price reductions during the course of technical or commercial evaluation, till the selected Bidder is notified. No Bidder shall contact IDBI Bank Ltd. on any matter relating to its offer/bid; from the time of offer opening to the time the contract is awarded. Any effort by a Bidder to influence IDBI Bank Ltd. in its decision on offer/bid evaluation, comparison or contract award decisions may result in the rejection of the Bidder’s offer/bid forthwith. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder.

- 4.11 IDBI Bank Ltd. reserves the right to alter the quantities specified in the offer. IDBI Bank Ltd. also reserves the right to delete one or more items from the list of items specified in offer. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder.
- 4.12 The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.
- 4.13 Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidders.

4.14 **Takeover from existing vendor**

The successful bidder should take over the sites at his own cost and on as is where is basis within three months from the date of signing of contract. Bank will not bear any cost on account of taking over sites (like engineer visit cost software/license, screens, CIT takeover cost, AMC of CRM, etc.). During takeover/ migration process, there should be a minimal downtime and takeover process should be smooth and hassle free without affecting ongoing CRM services to Bank's customers. Proper takeover process as directed by the Bank will have to be followed by the qualified bidder.

SECTION - V

Terms and Conditions

5.1 Definitions

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

- 5.1.1 “Applicable Law” means with respect to any person all Laws, Statutes, Treaties, Rules, Regulations, Determinations, Orders, Notifications, Writs, Processes, Decrees, Injunctions, Judgments or Awards of an Arbitrator, a court or any other governmental authorities and all governmental authorizations binding upon or applicable to such person or to any of its property or assets.
- 5.1.2 “Good Industry Practice” means the exercise of degree of skill, diligence and Prudence which is expected from a highly skilled experienced and internationally recognized and reputed service provider engaged in the same type of undertaking engaged in similar activity under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations codes and industry standards.
- 5.1.3 "The Contract" means the agreement to be entered into between IDBI Bank and the Successful Bidder as recorded in the contract form duly signed by the parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and installation of CRMs.
- 5.1.4 “Bidder/Vendor” means any person(s) / firm / company, etc., who has/have participated in the bidding process.
- 5.1.5 “Successful Bidder” means any person(s) / firm / company, etc., whose Bid has been accepted by IDBI Bank and to whom work has been awarded and shall include its authorized representatives, successors and permitted assigns.
- 5.1.6 "IDBI Bank" means IDBI Bank Limited including its successors and assigns.
- 5.1.7 "The Contract Price" means the price/compensation, payable to the Successful Bidder under and in accordance with the Contract, for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 5.1.8 “Acceptance of Bid” means the letter/fax/ or any memorandum communicating to the Bidder the acceptance of its Bid.

5.1.9 "Confidential Information" means, (i) intellectual property information and information relating to Intellectual Property Rights; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or service(s) of the Parties including, financial information, process/flow charts, trade secrets, copyrights, software, source code, , business information, marketing and financial information, business models, designs, drawings, data information related to products and service(s), procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract whether in writing or orally, and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

5.1.10 "Effective Date" means the date on which, this contract/Service Level Agreement is signed and executed by the parties here to Bank and the Successful Bidder. If this contract /Service Level Agreement is executed in parts, then the date on which, the last of such Contracts is executed shall be construed to be the Effective Date.

5.1.11 "Parties" means the IDBI Bank and the Successful Bidder and "Party" means either of the Parties.

5.1.12 "Site" means the place in which the operations/Service(s) are to be carried out or places approved by IDBI Bank for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

5.1.13 "Service(s)" means services to be performed / goods to be delivered as specified in Scope of Work (*in compliance with the service level requirements as specified in Annexure 12 Service Level Agreement) which the Successful Bidder is required to provide/deliver/procure for IDBI Bank under and in accordance with the Contract/this RFP.

5.1.14 Interpretation

In this RFP/ in the Contract, unless a contrary intention is evident:

- a. Time is the essence in the performance of the Parties' respective obligations, if any time period specified herein is extended, such time shall also be of the essence.

- b. The clauses / headings are for convenient reference(s) only and do not form part of this RFP/ the Contract;
- c. unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
- d. unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this RFP/ the Contract including any amendments or modifications to the same from time to time;
- e. a word in the singular includes plural and a word in the plural includes singular;
- f. a word importing a gender includes any other gender;
- g. a reference to a person includes a partnership and a body corporate;
- h. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- i. 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;
- j. Reasonability and materiality of "doubt" and "controversy" shall be at the sole discretion of IDBI Bank.
- k. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 or such other relevant applicable law as amended from time to time.
- l. In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of this RFP after submission of the Bid, the interpretation by IDBI Bank and decision of IDBI Bank in this behalf shall be final, conclusive and binding on the Bidder(s).

5.1.15 Conditions Precedent

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

1. Furnishing of an unconditional and irrevocable performance bank guarantee/ performance security as per the format given in Annexure 13.
2. Execution of a Deed of Indemnity as per format given in Annexure 14.
3. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
4. Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections, if any, required under applicable laws or RBI or any other regulatory body or otherwise for the performance/ delivery of the Service(s) under and in accordance with the Contract and this RFP.
5. Execution of pre-contract integrity pact as per the format given in Annexure 18.
6. Furnishing of such other documents as IDBI Bank may specify, including but not limited to definitive documents.

5.1.16 Standard of Performance

1. The Successful Bidder shall perform/ deliver the Service(s) and carry out its obligations under the Contract/ this RFP with due diligence, efficiency and economy, in accordance with generally globally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies. The Successful Bidder shall safeguard IDBI Bank's legitimate interests in any dealing with third parties.

5.1.17 Use of Contract Documents & Information

1. The Successful Bidder shall not, without IDBI Bank's prior written consent, make use of any document, data or information etc., enumerated in this RFP, save and except for due performance and observance of the Contract and/or this RFP. It is hereby clarified that the Bidder (including Successful Bidder) shall share/ disseminate document, data or information etc. with/ to its employees/ authorized officers/ personnel etc. only for the purpose of this RFP/ Contract strictly on need to know basis.

2. Any document, other than the Contract itself, enumerated in this RFP shall remain the property of IDBI Bank and shall be returned (in all copies) to IDBI Bank on completion of the Successful Bidder's performance under and in accordance with the Contract, if so required by IDBI Bank.
 3. The Successful Bidder shall execute the Non-Disclosure Agreement simultaneously at the time of execution of the Contract/ Agreement in the format as given in Annexure-13. The Successful Bidder shall not, without IDBI Bank's prior written consent, disclose the Contract, or any provision thereof to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- 5.2 This RFP is not an offer by the Bank, but an invitation for Bidder responses. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. The Bank reserves the rights to amend, modify, add, delete, accept or cancel in part or full any conditions or specification of all proposals/ bids, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and contract negotiation processes.

5.3 **Payment Terms:**

- 5.3.1 The terms of payment will be as follows:
- 5.3.2 No advance payment against purchase order.
- 5.3.3 The maintenance/ service bills pertaining to each month, for all services rendered during each month, shall be submitted to Digital Banking & Emerging Payments Department at Corporate office of the Bank within 15 days of the succeeding month. Payment will be processed within 15 working days subject to the scrutiny of the bills.
- 5.3.4 All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of IDBI Bank for this purpose.

- i) Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.

5.3.5 Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)

- i. Under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract/Agreement; IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
- ii. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract/Agreement which the IDBI Bank at its sole discretion adjudge.
- iii. The Successful Bidder is responsible for managing the activities of its personnel or the personnel of its partners and will be accountable for both.
- iv. The Successful Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- v. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Successful Bidder, for any assignment under the Agreement to be executed in connection with this this tender.
- vi. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Successful Bidder shall be paid by the Successful Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Successful Bidder's employee, agents, contractors, and subcontractors.

- vii. The Successful Bidder is obliged to work closely with Bank's staff, act within its own authority and abide by directives / instructions issued by the Bank from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify the Bank from all demands or responsibilities arising from accidents or loss of life the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold the Bank responsible or obligated. Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Agreement.
- viii. It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Agreement.

5.4 **Contract Performance Guarantee:**

The selected Bidder shall furnish unconditional and irrevocable bank guarantee for 3 % of total contract value, in favor of IDBI Bank Ltd, from a scheduled commercial bank acceptable to IDBI Bank Ltd. towards due performance of the contract in accordance with the specifications and conditions of the bid document. The Successful Bidder shall submit the above guarantee within one week from the effective date (the date of acceptance of the purchase order).

The Performance Bank Guarantee should be valid for a period of contract period + 180 days from the date of expiry of the Contract period.

5.5 **Indemnity:**

The Vendor shall unconditionally and irrevocably, (jointly and severally in case of partnership concerns) indemnify IDBI Bank Ltd, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, against any claims, losses, costs, actions, suits, damages and or otherwise on account of (i)malfunctioning of the CRM as supplied and installed by them(ii)Vendor's violation of any trademarks, patents, copyrights and licenses (iii) breach of any terms and conditions of the RFP, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims. . This clause shall survive the termination of the Contract for any reason whatsoever. The Vendor shall execute a Deed of Indemnity in the form as per Annexure 14.

5.6 **Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with IDBI Bank Ltd, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with IDBI Bank Ltd, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by IDBI Bank Ltd.

5.7 **Dispute Resolution Mechanism:**

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Chief General Manager (Digital Banking and Emerging Payments Department of IDBI Bank Ltd. herein after referred to as the Purchaser) and Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 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 20 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 Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within

45 days from the receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and shall be made as provided in this tender document.

The arbitrators shall hold their sittings at Mumbai, the Republic of India.

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/Agreement even though other Courts in India may also have similar jurisdictions. 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 Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement 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/Agreement.

5.8 **Notices:**

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on the expiration of seven days from the date of posting.

5.9 Confidentiality:

The Bidder agrees that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder also agrees:

- i. To only make copies as specifically authorized by the prior written consent of IDBI Bank Ltd and with the same confidential or proprietary notices as may be printed or displayed on the original;
- ii. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- iii. To treat all Information as Confidential Information.
- iv. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by IDBI Bank Ltd;

Confidential Information does not include information which:

- i. The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. Is independently developed by the Bidder without breach of the Contract/Agreement;
- iii. Information in the public domain as a matter of law;
- 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 written consent of the IDBI Bank Ltd. The Bidder shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the Bidder.

Notwithstanding the foregoing, the Bidder acknowledge that the nature of the Service(s) to be performed under the Contract/Agreement may require the Vendor's personnel to be present on premises of IDBI Bank Ltd/Purchaser or may require the

Vendor's personnel to have access to computer networks of IDBI Bank Ltd while on or off premises of IDBI Bank Ltd. It is understood that it would be impractical for IDBI Bank Ltd to monitor all information made available to the Vendor under such circumstances and to provide notice to the Vendor of the confidentiality of all such information. Therefore, the Vendor agrees that any technical or business or other information of the Vendor that the Vendor's personnel, or agents acquire while on the IDBI Bank Ltd's premises, or through access to IDBI Bank Ltd's computer systems or databases while on or off IDBI Bank Ltd's premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of IDBI Bank Ltd. Upon termination of the Contract/Agreement, Confidential Information shall be returned to IDBI Bank Ltd or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of IDBI Bank Ltd and the vendor. Nothing contained herein shall in any manner impair rights of IDBI Bank Ltd in respect of the Service(s), and Documents, etc.

In the event that IDBI Bank Ltd hereto becomes legally compelled to disclose any Confidential Information, the Vendor shall disclose to a third party any Confidential Information without the prior written consent of IDBI Bank Ltd. 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 provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

5.10 Performance Security:

5.10.1 The successful Bidder shall furnish the performance security within 7 days of the receipt of acceptance by Bank, as per the format in Annexure 13.

5.10.2 The value of the Performance Bank Guarantee will be 3 % of the total contract value.

The performance security shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a scheduled commercial Bank and directly forwarded by the issuing Bank to IDBI Bank Ltd.

5.10.3 The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.

5.10.4 The Performance Bank Guarantee should be valid for a period of contract period + 180 days from the date of expiry of the Contract period

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

5.11 **Execution Of NDA:**

The Bidder should execute Non- Disclosure Agreement (NDA) as per Annexure 15.

5.12 **Contract Period**

The contract period for CRM Managed Services will be for a period of 3 (Three) years from the date of Agreement. After completion of the initial period of 3 (three) years and reviewing the performance and service delivery of the bidder, Bank reserves the right to re-negotiate the price and review the terms & conditions of the contract for further two years (with extension of Performance Guarantee referred to in Annexure-13 of this RFP). Such an option will be exercised atleast 2 months before the expiry of initial 3 years period of the contract. Such extension could be for some or all of the CRMs as decided by the Bank. Bank can also decide to close down or shift any CRM sites at any point of time at its own discretion. IDBI Bank reserves the right to discontinue the managed services for all the CRMs with the selected Bidder at any point of time during the contract period after giving 3 month notice. Any decision of IDBI Bank Ltd. in this regard shall be final, conclusive and binding on the Bidder. Any offer falling short of the contract validity period from the date of Agreement is liable for rejection.

However, IDBI Bank reserves the right to terminate the agreement /contract at its sole discretion by giving three months' notice.

5.13 **CRM Uptime:**

The Bidder should ensure 97% uptime (customer availability per CRM on monthly basis) for CRMs during warranty period and post warranty maintenance contract period. Uptime is calculated as accessibility/availability of CRM for all types of

transactions supported on the CRM. Availability shall be for the end customer who should be able to perform all transactions (Financial including Cash & Non-Financial) that are supported on CRM, including deposit acceptance and dispensing cash of all denominations as decided by the Bank.

Exception/ Exclusions for Downtime / Overall availability to Customers:

The following downtimes would be excluded from uptime computation:

- i. Actual downtime on account of Bank's Switch downtime.
- ii. Any other cause attributable to Branch/Bank's infrastructure & non-availability of main power supply beyond UPS back up time available.
- iii. Actual downtime due to Cash out on account of delay in removal of excess Cash deposit from CRM by Bank.
- iv. Actual downtime due to Cash out on account of the delayed supply or non supply of the cash by the Bank.
- v. Actual downtime due to Cash out on account of delay in loading of Cash by Bank.
- vi. Any delay in delivery and/or installation and commissioning of any CRM due to change in delivery instruction by the Customer/Purchaser shall not attract the penalty.

5.14 **Penalties:**

The Bidder shall maintain 97% overall uptime for each CRM. For each percentage downtime below 97%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per CRM basis. Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those CRMs which are down for more than 24 hours (i.e. in April month , the CRM is down for 2 days, the payment for 28 days will be made) in addition to the above mentioned penalty.

5.15 **Penalty for non-supply of consumables/ Low quality consumables:-**

Penalty of Rs.250/- per day per CRM will be deducted towards non-supply of consumables as reported by the branches/CIT. In case the Bidder supplies low-quality

consumables in the CRM and if it is reported that the functioning of the CRM machine is problematic due to low-quality consumables utilized in the CRM, the bank will impose a penalty @ Rs. 250/- for each CRM per instance per day till the consumables are replaced.

5.16 Penalty under EJ Pulling services and EJ Reconciliation:-

Bidder has to ensure that the success rate of EJ pulling is at least 97% on T+1 (Calendar Days) basis and 100% on T+2 (Calendar Days) basis. In case of non-submission of 100% EJ on T+2 (Calendar Days) basis, Bank will charge a penalty of Rs 200/- per day per CRM. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder

5.17 Penalty for CRM Camera Images/ footages:-

Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs.500 /- will be charged, per incident.

5.18 Execution of SLA:

The Bidder should execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The Bidder will execute SLA within one month from the date of acceptance of contract. This RFP document and subsequent corrigendum/s (if any) will become integral part of SLA.

5.19 Penalty for Cash Service:

Wherever cash services are provided by bidder, bidder should ensure that no CRM should be cash-dry at any point of time. In case of cash-dry in CRM, the Bidder will be penalized @ Rs. 500/- per instance per CRM and per day. Also if CRM is Cash full & not ready to accept any more cash deposit transaction, then a penalty of Rs. 2000/- per day per CRM will be charged.

5.20 Ownership and Retention of Documents:

- 5.20.1 IDBI Bank Ltd shall own the documents, prepared by or for the Bidder arising out of or in connection with the Contract.
- 5.20.2 Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by IDBI Bank Ltd, the Bidder shall deliver to IDBI Bank Ltd all documents provided by or originating from IDBI Bank Ltd and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by IDBI Bank Ltd. at no additional cost.
- 5.20.3 The Bidder shall not, without the prior written consent of IDBI Bank Ltd, store, copy, distribute or retain any such Documents.
- 5.20.4 Bidder shall preserve all documents provided by or originating from IDBI Bank Ltd and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of IDBI Bank Ltd in this regard.

5.21 Publicity:

Any publicity by the Bidder in which, the name of IDBI Bank is to be used, should be done only with the explicit written permission of IDBI Bank.

5.22 Liquidated Damages:

- a) The service startup time from the date of issue of purchase order shall be 6 weeks. If the vendor fails to initiate the services within stipulated time schedule at the CRMs offered by the Bank, the Bank shall be at liberty to cancel the order. Under such circumstances Bank guarantee will be invoked. Further, Bank will also forfeit the EMD amount.
- b) Any loss caused to the Bank owing to non-performance of the Bidder as per the RFP/SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank, plus 1% of the support charges per week, subject to maximum of 10% of the contract value. This will be in addition to the penalties mentioned above. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Bidder in future in any form or by invoking Performance Security.

5.23 Cancellation of the contract & compensation:

IDBI Bank Ltd. reserves the right to re-issue /re-commence/cancel the entire bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the IDBI Bank Ltd.'s action. IDBI Bank Ltd. shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. IDBI Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder. Further, IDBI Bank Ltd. reserves the right to cancel or modify the contract placed on the selected Bidder with three months' notice and recover expenditure incurred by IDBI Bank Ltd. and compensation under the following circumstances: -

- a) The selected Bidder commits a breach of any of the terms and conditions of this RFP Document, and SLA.
- b) The selected Bidder commits a breach of any of the representations and services as stipulated in Contract / Agreement, to be entered in the form as provided in Annexure-10.
- c) The Bidder goes into liquidation, voluntarily or otherwise. 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.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The progress regarding execution of the order accepted, made by the selected Bidder is found to be unsatisfactory.
- f) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- g) If average overall uptime in a month is less than 94% monthly.
- h) IDBI Bank Ltd. reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the

pending bills and/or invoking the Bank guarantee under this contract as well as blacklisting the Bidder.

5.24 After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract/violates the contract, IDBI Bank Ltd. reserves the right to get the balance/ full contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which IDBI Bank Ltd. may have to incur in executing the balance/ full contract. This clause is applicable, if for any reason, the contract is cancelled.

5.24.1 **Cancellation for Default:** IDBI Bank, may at any time terminate the Contract, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

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

5.24.3 In the event of the happening of any events of the above nature, IDBI Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity. Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

5.25 **Relationship between the Parties:**

1. Nothing in the Contract constitutes any fiduciary relationship between IDBI Bank and Successful Bidder/its team or any relationship of employer - employee, principal and agent, or partnership, between IDBI Bank and the Successful Bidder.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
3. IDBI Bank has no obligation to the Successful Bidder's except as agreed under the terms of the Contract.
4. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent e t c . of t h e Successful Bidder.
5. The Successful Bidder shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless IDBI Bank first gives the Successful Bidder its prior written consent

5.26 **No Assignment**

The Contract cannot be transferred or assigned by the Successful Bidder without the prior written approval of IDBI Bank. However, Bank can assign the same or any of the rights and obligations under the Contract/this RFP.

5.27 **Entire Contract**

The terms and conditions laid down in this RFP/the Contract and all annexures thereto shall be read in consonance with and shall form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

5.28 Governing Law

The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by the laws of Republic of India. This provisions shall survive the Contract.

5.29 Jurisdiction of Courts

The courts at Mumbai shall have non-exclusive jurisdiction to determine any proceeding in relation to the Contract/this RFP. The provisions shall survive the Contract.

5.30 Award of Contract

The Bank will award the contract to the L1 Bidder whose Bid has been determined to be responsive and is the lowest bid arrived through online reverse auction. In case the L1 Bidder is unable to deliver the services or meet the SLA criteria as per RFP (including corrigendum if any) at any point of time, IDBI Bank Ltd reserves right to initiate fresh tender process.

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

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business. However, the Bank shall have such rights against the Successful Bidder(s).

5.31 Suspension of Payment to the Successful Bidder

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:

- 1) Shall specify the nature of the failure and
- 2) Shall request the Successful Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.

5.32 Bidder's Integrity

5.32.1 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.

5.33 Bidder's Obligations

- 5.33.1 The Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Bidder will abide by the job safety measures prevalent in India and will free Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence.
- 5.33.2 The Bidder would be required to install and implement the requisite support and information technology infrastructure to enable the Purchaser to meet the operational objectives. It will be the Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ Sites/Hardware/Software.

5.34 Pre Contract Integrity Pact:

- 5.34.1 Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in section 5 (14) of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the Contract is awarded to the successful Bidder.
- 5.34.2 The Bank has appointed Dr. Ravindra Kumar Srivastava, IAS (Retd.) (M- 9999985440/ E-mail- srivastava.rks@gmail.com) and Shri Prem Chand Pankaj, Ex-CMD, NEEPCO (M- 9717433886/ E-mail-prempankaj@gmail.com) as Independent External Monitor (IEM). The Bidders having grievances, if any, in the tendering process, may approach the IEM for redressal of their complaints.

5.35 Inspection/Audit

The Bank reserves the right to carry out inspection and audit by a team of Bank officials of the Bidder's facilities and the CRM site location from time to time. Such audits may be conducted with a prior intimation or with an element of surprise.

The Bidder shall at all times provide access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit in the presence of representatives of the Bidder, at any point of time. Interalia Bank shall notify the Bidder 24 hours in advance

for planned audits. The clause specified shall be applicable and extended to any entity to which the Bidder has outsourced any part of the prescribed activity.

It shall be the responsibility of the Bidder to grant unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification.

It is the responsibility of bidder to comply/meet all the observation raised by Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI.

5.36 Others

The Bidder must comply with all the criteria mentioned in Section II (Eligibility Criteria for Bidder). Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. IDBI Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of IDBI Bank in this regard shall be final, conclusive and binding upon the Bidder. The evaluation will focus on degree of fit to requirements. It may include demonstration of proposed hardware and software solutions, reference calls, factory visit and reference site visits to selected customers. Bank's official may visit the bidder's unit/factory/reference sites to justify bidder's claims/proposals. All expenses of such factory/reference site/unit visits will be borne by the bidders. The Bank may also use the services of external consultants for technical evaluation. If IDBI BANK LTD is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.

Annexure – 1**(Offer Covering Letter)**

(To be included in Technical Bid)

Date: _____ 2022

Ref No. _____

IDBI Bank Ltd.
Dy. General Manager – Digital Banking and Emerging Payments
ATM Command Centre, Ground Floor
IDBI Building, Plot no:39/40/41
Sector 11, CBD-Belapur
Navi Mumbai Pin: 400614

Dear Sir,

Sub: Your RFP for “Comprehensive Managed Services of CRM Machines”

With reference to the above RFP, having examined understood and accepted the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation and maintenance of CRM Machines as mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the Bank we undertake to commence Supply and installation of CRM machines as per the contract orders.

In the event of our selection by the Bank for undertaking Supply & Installation of CRM Machines , we will submit a Performance Guarantee for a sum equivalent to Rs._____ for contract period and additional 180 days effective from the date of signing of the contract.

We agree to abide by the terms and conditions of this RFP. Until a formal contract is executed, this tender offer, together with the Bank’s written acceptance thereof and Bank’s notification of award, shall constitute a binding contract between us.

We also agree to execute all other documents and agreements as may be advised by IDBI Bank.

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

We agree to execute a contract in the form to be communicated by IDBI Bank, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intension to accept this proposal.

We understand and agree that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, IDBI Bank Ltd. will have the right to disqualify us from the bid.

We understand that IDBI Bank Ltd. may reject any or all of the offers without assigning any reason whatsoever.

We agree that any decision of IDBI Bank Ltd. with regard to disqualification and rejection of our bid

/ offers shall be final, conclusive and binding on us and we shall not seek any clarification/reason and/or raise any objection thereto.

We furnish the following remittance details:

Earnest Money Deposit: Rs.15,00,000/- (Rupees Fifteen Lakh only) by way of NEFT/ RTGS bearing reference number :

Dated this _____ day of _____ 2022

Signature: _____

In the Capacity of: _____

Duly authorized to sign the tender offer for and on behalf of

Note: To be provided on the letterhead of the Bidder.

Annexure-2

Details of Experience in ATM/CRM Managed Services

(To be included in Technical Bid)

Name of Bank	Name and Contact no of Bank Employee	Services Rendered (Description of services)	No. of ATMs/CRMs	Period	
				From	To

Note:- Enclose Satisfactory performance proof for above mentioned experience.

Place

Date:

Authorised Signatory (Seal & Signature)

Name:

Designation.

Annexure-3
Indicative Commercial Bid

(To be included in Commercial Bid)

The indicative Commercial offer/Commercial bid must not contradict the technical offer/Technical bid in any

way. The suggested format for submission of Commercial offer/Commercial bid is as follows:

Bidder must take care in filling price information in the commercial offer/commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Bidder has to quote for all items.

The Prices must be indicated in Indian Rupees only. The price quoted shall be excluding applicable taxes i.e, GST. GST will be paid on actuals. Bank’s decision on the extent of reimbursement of the bills produced by the vendor shall be final binding on us. If any penalty is imposed for non- payment of GST etc, the same shall be borne by the Bidder.

Managed services Cost

Sr No	Service Description	Prices in INR Per Onsite CRM (Per Month)	Total Cost in INR for 500 Onsite CRMs for 36 Months [A]	Prices in INR Per Offsite CRM (Per Month)	Total Cost in INR for 10 Offsite CRMs for 36 Months [B]	Total Cost for 510 CRMs [A+ B] for 36 Months
1	First Level Maintenance (FLM)	X	X			
2	AMC & Second Level Maintenance (SLM) Post Warranty					
3	Centralized Electronic Journal (EJ) pulling, Software & Content distribution at CRM					
4	EJ Reconciliation & Settlement	X	X			
5	Helpdesk & Incident Management.					
6	Consumables/Stationary.					

7	Cash Management Services	X	X			
8	Cash Management Services, (Cassette swap)	X	X			
9	Cash Management Services (MHA Guidelines)	X	X			
	Grand Total Cost					

The indicative prices are projections / assumptions and in no way a commitment from Bank.

The actual price will be decided through the e-procurement ORA (online reverse auction) process.

L1 Bidder shall be decided based on the lowest Grand Total of i.e (A) + (B). Bidder needs to provide the detailed breakup of cost under Sr No 1 & 9.

The Bank will pay for the services taken for Branch & Offsite CRMs as per the line item wise cost mentioned above. Further Bank reserves the rights to pay only for the services obtained from the Bidder as per the line items mentioned above on pro data basis.

The final grand total cost post ORA should be correspondingly distributed among all the line items of indicative commercial bid on pro-rata differential percentage basis with respective line item of initial indicative commercial bid of the Winning Bidder.

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

Annexure – 4

Details of the Bidder

(To be included in Technical Bid)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details
1. General Details		
1.1	Name of Company (Bidder)	
1.2	Postal Address	
1.3	Telephone and Fax numbers	
1.4	Constitution of the Company	
1.5	Details of ownership	
1.6	Nature of activity	
1.7	Name and designation of the person authorized to make commitments to IDBI Bank Ltd	
1.8	Email Address	
1.9	Year of commencement of Business & number of years in business	
1.10	Sales Tax Number	
1.11	Income Tax Number (PAN)	
1.12	Brief Description of facilities for Undertaking the services.	
2 Financial Details (FY wise)		
2.2	Annual Turnover (2019-2020)	
2.3	Annual Turnover (2020-2021)	
2.4	Annual Turnover (2021-2022)	
2.6	Net Worth (2019-2020)	
2.7	Net Worth (2020-2021)	

2.8	Net Worth (2021-2022)	
-----	-----------------------	--

Wherever the services are provided in liaison with a third party, we understand that it is our responsibility to protect the interest of Bank and ensure that CRM services are rendered uninterruptedly.

Place:

Signature:

Date:

Name of the Signatory in Full:
Designation

Seal

Annexure - 5

Bank Details

(To be included in Technical Bid)

1.	Name of the Bank	
2.	Address of the Bank	
	Contact Person	
	Telephone No.	
	Fax No e-mail	
3.	Over Draft/CC/Other fund based Limit	
4.	Bank Guarantee Limit	
5.	Remarks, if any	

Corporate Authorization details.

Note: This statement has to be duly attested by the banker.

Signature:

Signature:

Name of the Authorized Person:

Name of the Authorized Person:

Designation:

Designation:

Company Seal

Banker Seal

All authorizations should be collected

Annexure-6

Cash Management Services & Reconciliation

(To be included in Technical Bid)

Sr. No	Description	Compliance (Yes/No)
1	Cash Replenishment Services can be outsourced to accredited / reputed Cash- in-Transit (CIT) agencies with the consent of the Bank. The Bidder will be responsible for Service Level Agreement (SLA) for the CIT vendor. The replenishment process, inter alia, includes receiving cash from a designated center/branch/currency chest of the Bank, doing TIA activities at CRM, performing End of Day (EOD) daily and furnishing reconciled CBR (Cash Balance Report) /cash deposited at CRM machines on daily basis and submitted to the designated branch. The bidder should also submit various MIS reports (like daily settlement report, Fortnightly cash forecast report, Deposit, Discrepancy Reports, Monthly total Cash Report vault wise, cash indent report CRM wise etc) as required by the Bank. The Bidder/CIT agency should have their own vaulting facility where required. Overnight vaulting will be granted by the Bank as and when required based on average deposit/dispense pattern. Any consequences/penalty arising on account of delay / lapse in submitting daily CBR, shall be borne by bidder	
2	Mode of transport should be with armed security vehicles, as per regulatory guidelines	
3	The CIT agency shall take adequate insurance policy with Bank clause for the value of entire cash throughout the Cash Replenishment Services Cycle for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in	

	<p>favor of IDBI Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank. Copy of the Insurance policy should be submitted to the Bank. The Bidder or the CIT agency shall pay the premium for obtaining insurance cover.</p>	
4	<p>Any shortage or loss of cash, whatsoever and for whatever reason shall be immediately made good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any. The CIT agency should ensure correctness and genuineness of the cash and shall take the CRM fit currency notes in its possession. Once the currency note packets are taken out of Bank's premises, the Bidder would be responsible for shortage and fake currency if any, noticed subsequently. Bidder to immediately reimburse such loss separately to Bank by way of RTGS / NEFT.</p>	
5	<p>Bank will undertake periodic verification of the cash held on its behalf by the CIT agencies. The Bidder will ensure that cash verification by Bank's officials, authorized agents is allowed by the concerned CIT agency. Such periodic verification shall be done by the Bank in a planned manner or with an element of surprise</p>	
6	<p>The Bidder shall be fully responsible for the actions and integrity of the persons employed to carry out the functions of Cash Replenishment</p>	
7	<p>Bank will provide CRM fit currency. However, the sorting of cash before loading in Offsite CRM is the responsibility of the Bidder. In case of any counterfeit currency found in the CRM, the Bidder will be held responsible for such instances. Any financial/ legal consequences will be the responsibility of the Bidder</p>	
8	<p>The Bidder should submit duly attested photo list, signatures of the custodians and signatures of the authorized signatories to the Cash issuing branch under its covering letter to the Cash Branch.</p>	

9	Proactive Replenishment of consumables (i.e. RP Paper) without any quantitative limit and as per the specifications of the Bank.	
10	Bidder should maintain sufficient cash in CRM to avoid any cash dry situation to customers. Also unload cash from CRM & hand it over to designated nodal branch. Bidder has to do multiple daily cash loading & unloading activity for each CRM. Replenishment of services should be available for 24X7X365 for all CRM	
11	Bidder shall do Cash forecasting for replenishment of Cash at Offsite Locations	
12	The Bidder will perform the TIA (Teller Initiated Audit) transaction at CRM during the cash replenishment/tallying as per the process defined by the Bank. Bank will provide the Admin cards to the Bidder for above purpose	
13	Clearing of Receipt, Card, and Currency Jams/ Dispenser error/ Purge bin overflow & attending all FLM calls & Replacement of defective LAN Cable etc	
14	Identification / Rectification /Reporting of basic site related problems (e.g.: Electrical problems, UPS, V Sat etc.).	
15	Co-coordinating with Bank/ CRM vendor/ Switch in case of faults detected during FLM calls, checking CRM connectivity On / Off-line & resolving all FLM calls	
16	Cash Management Services, as per (MHA and RBI Guidelines) (For Offsite):	
17	The bidder shall ensure that CRA shall follow the laid down operational standards on usage of infrastructure for cash transportation, specially fabricated vehicles, specialized and trained staff, carriage value limit per visit and specification for private cash vaults and overnight vaulting facility etc., to be facilitated by the service provider and its subcontractors dealing with movement of cash from time to time	

18	Cash movement and replenishment at applicable CRMs should be carried out strictly in accordance with recommendations made by Ministry of Home affairs, RBI and such other statutory authorities from time to time. All cash logistics shall be carried out in the manner as prescribed in the model rules governed by MHA, RBI, and such other statutory authorities.	
19	Cassette Swap based CRM replenishment (For Offsite): The bidder shall be responsible for end to end implementation and adherence of Cassette swap based CRM replenishment at the applicable CRMs as per the guidelines issued by RBI and such other statutory authority from time to time. Bidder shall ensure that lockable cassettes shall be swapped at the time of cash replenishment at the applicable CRMs.	
20	Loading and unloading of cash in the CRM by way of Cassette swap method or Add cash method, whichever, shall be decided by Bank. At any point during contract period, Bank may decide to change the loading process to Cassette swap method for some/all of the CRM Centres. Bank shall provide/pay for additional cassettes required for the purpose of Cassette swap as one time cost to the Bidder for adopting new process.	

Annexure-7
AMC & SLM Service

(To be included in Technical Bid)

Sr.No	Description	Compliance (Yes/No)
1	The Bidder has to enter into a comprehensive Annual Maintenance Contract with the OEMs of CRMs. Bidder has to ensure all CRMs are in operational condition for 24X7X365. During AMC period, the Bidder has to make necessary arrangement with the respective vendors as part of the scope.	
2	No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity, repairs, replacement of all spares of CRMs, Connectivity equipment's, electrical consumables, spare part etc., what so ever	
3	Supply, installation and replacements of original spare parts (OEM make only) including all consumables due to any breakdowns, voltage fluctuation, electrical fluctuations, short circuit, rodent attacks, vandalism etc. or natural wear & tear or due to aging of CRMs, whatsoever reason, without any extra cost to Bank. Bank will only bear the cost towards replacement of the faulty parts due to fire, thefts, & natural calamities.	
4	Further, the Bidder should arrange for change of password & Replacement of electronic or mechanical lock or break opening of lock of CRMs without any additional cost to Bank on account of any reason thereof.	
5	Preventive maintenance (PM) for CRMs once in every three months and as and when required shall be done by the Bidder. Bidder should invariably submit a hard copy of PM Consolidated report at IDBI-HO, authenticated by IDBI Bank Branch duly stamped, signed evidencing the PM activity being done in the first month of subsequent quarter	

6	Bidder shall be liable for penalty per CRM @ Rs.500/- per quarter, for delay in submission of PM reports.	
7	Bidder has to provide CRM camera image free of cost, whenever Bank requires the same.	
8	Any financial loss on account of non-availability of the footage due to reasons attributable to bidder, shall be borne by the Bidder.	
9	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated by the Bank without any additional cost to the Bank.	
10	Quarterly satisfactory performance certificate/report has to be submitted by the bidder from base branches along with seal and acknowledgement at IDBIHO in the first month of subsequent quarter	
11	Bidder shall be liable for penalty of Rs.500/- per CRM, per quarter, if Quarterly satisfactory performance certificate/ report of the said CRM site are not submitted within the specified time line along with base branch seal and acknowledgement.	
12	The Bidder is expected to take full-fledged responsibility of the CRM (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables/ software for whatsoever reason other than theft, fire and natural calamities.	
13	Bidder should ensure that CRM should accept & dispense all new variants of currency issued by RBI from time to time & shall always maintain updated template for all new variants of currency (e.g. Rs.50, Rs.100, Rs. 200, Rs.500 & Rs.2000) across all CRMs.	
14	The Agents Updates, Patches (or any other software / OS component) etc. shall be provided by the Bidder through OEMs without any additional cost to the Bank.	

15	Checking and resolving of CRM camera error/issues as a part of SLM & PM activity or otherwise as and when occurred/ required.	
----	-------------------------------------------------------------------------------------------------------------------------------	--

\

Annexure-8

Centralized Electronic Journal (EJ) & Software, Content distribution.

(To be included in Technical Bid)

Sr.No	Description	Compliance (Yes/No)
1	The Bidder should have the facility to extract the electronic journals for all the transactions in each and every CRMs to a centralized location server and Bidder should provide EJ viewer facility to the Bank	
2	Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 (Calendar Days) basis and 100% on T+2 (Calendar Days) basis.	
3	Bidder has to ensure EJ to be recorded at CRM in the form of PDF/Encrypted format only, with a sole private key to the Bank. Successful bidder must preserve, pull, store, forward/transfer EJ to Banks SFTP EJ server in encrypted format.	
4	The successful Bidder has to take full responsibility of pulling Electronic Journals from CRMs and archival of the same at least for a period of 6 months or as decided by the Bank. The Bidder has to provide the Electronic journals to Bank's reconciliation team on T+1(Calendar days) basis at the desired location as decided by Bank	
5	The solution should be compatible & capable of working on third party software for EJ pulling services i.e. IQSD, Radia, SDMS, Infobase etc. and / or any other agent that the successful Bidder may deploy and in no way should hamper the functionality of the CRM	
6	In case of software crash, Bidder will make arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the CRM disconnects or EJ Pulling software needs to be re-installed, Bidder will take up the matter directly with the respective vendors for solution immediately but latest within 8 hours. Bank will not be responsible for the same.	
7	Centralized content distribution to all CRMs within 2 days after Bank provides creative , new/additional CRM screen sets & audio files etc.	

	and provides details of Successful and unsuccessful upload of the same in CRM. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Bidder should update the same by sending engineer onsite without any cost to Bank. In case, Bank requires to change the full screen set of CRMs or full set for additional language, then Bank will bear the cost of same on mutually agreed terms wherein onsite visit by the CRM engineer is required	
8	Screen distribution should be platform independent – should support windows 10 or any other higher Operating Systems installed on Bank CRMs. The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats	
9	The solution should be capable of distributing screens, audio files, anti-virus software and patches at specified CRMs PAN India and also should be capable of roll back if brought to the previous state	
10	All necessary hardware, software etc. required for this purpose (if not installed on any of the CRMs) shall be provided by the Bidder without additional cost to Bank	

Annexure-9
Helpdesk & Incident Management

(To be included in Technical Bid)

Sr.No	Description	Compliance (Yes/No)
1	Proactive problem resolutions round-the-clock and remote support to field operatives and Branches	
2	The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention	
3	The Bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for CRM, automated on-line real-time fault detection & trouble ticketing	
4	The Bidder should coordinate with CRM vendor/OEM for all the activities under the scope of work of this RFP	
5	The Bidder's Incident Management Services should also manage the coordination and follow up till resolution of incidents that require both single and multiple third parties	
6	Proactive and reactive review of hardware & Software performance of CRM.	
7	The Bidder shall provide CRM Uptime/ downtime / SLA report within 24 hrs. as desired by Bank as and when required	
8	Any customization required for monitoring the performance of CRM has to be done by the successful Bidder at his own cost	

Annexure-10
Consumables and Stationary

(To be included in Technical Bid)

Sr.No	Description	Compliance (Yes/No)
1	Supply of consumables (i.e. RP Paper) without any quantitative limit and as per the specifications of the Bank	
2	Bidder should proactively supply consumables to the Branches, on the basis of transactions pattern of that particular CRM, without waiting for Branch/Bank confirmation/request	
3	The receipt printer paper roll shall be as per the specifications decided by Bank and will be having IDBI Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.	

Annexure-11

Undertaking

(To be included in Technical Bid Envelope)

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

- a. We are duly authorized persons to submit this undertaking
- b. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- c. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same
- d. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- e. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.
- f. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad.
- g. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents. It is further certified that we have not modified or deleted any text/matter in this RFP.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this __day of _____2022.

Signature

(Company Seal)

Name of the Signatory in Full.
Designation

Duly authorized to sign bids for and on behalf of:

Annexure- 12

AGREEMENT/CONTRACT

THIS AGREEMENT made at..... theday
of..... 2022

Between,

IDBI Bank Ltd, a company registered under the Companies Act, 1956 (1 of 1956) 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 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 Service provider or Vendor) of (Please specify the registered office of the (Vendor) (hereinafter called “**the Service Provider**” or “**the Vendor**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

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

WHEREAS IDBI Bank vide its RFP No._____* dated * (RFP) had invited Bids from the eligible Bidders for procurement of CRM (supply, installation & maintenance).

WHEREAS the Successful Bidder has represented that it is engaged in the business of providing the Services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the Service(s) to IDBI Bank.

WHEREAS IDBI Bank relying upon the representations and warranties made by the Successful Bidder has accepted its Bid for rendering/delivering the Service(s) for the sum of * (Contract Price in Words and Figures) (hereinafter called “the Contract Price”). In the said premises, the Parties hereby enter into this Agreement to provide the Service(s), on the terms and conditions appearing hereinafter.

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 aforesaid RFP Document bearing Reference No.....
2. The RFP Document bearing Reference No._____ or Corrigendum/s (if any) including the following and the annexures thereto, shall be deemed to form and be read and construed as part of these presents.
 - i. Request for Proposal
 - ii. Eligibility Criteria for the Bidder
 - iii. Scope of Work
 - iv. Instructions to the Bidder
 - v. Terms and Conditions
 - vi. Commercial's accepted by Bank.
 - vii. Service level agreement.

3. In consideration of the payments to be made by the Bank to the Vendor as hereinafter mentioned, the Vendor hereby agrees and covenants with the Bank to provide/render the Service(s) and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

4. The Vendor hereby represents that:

- i. It is duly organized and validly existing organization under Indian Laws.
- ii. It has power and authority to execute and deliver this Agreement and has taken all necessary steps to authorize execution, delivery and performance of this Agreement.
- iii. It has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the Service(s);
- iv. It is authorized and legally eligible and otherwise entitled and has power and authority to do all things necessary and appropriate and to consummate the Service(s) contemplated under this Agreement.
- v. Neither the execution and delivery of this Agreement to the Bank nor the Vendor's compliance with or performance of terms and provisions of this Agreement shall contravene any provisions of law or any order, writ, injunction or decree of any Court or Government authority nor shall it violate any provisions of memorandum and articles of association affixation/bye laws/partnership deed or any agreement or arrangement to which the supplier is party.
- vi. The CRM services offered to the Bank do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual property rights, 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 implementation, maintenance and contract period to the satisfaction of the Bank;
- vii. It shall supply to the Bank all the items of equipment(s), tools and machinery free from manufacturing defects. Defective items, if any, shall be removed and replaced as contemplated in the aforesaid bid document, free of charge.
- viii. If the Service Provider having been notified fails to remedy the defect(s) within the period specified, Bank may proceed to take such remedial action as may be necessary, at

the suppliers risk and expense and without prejudice to any other rights which Bank may have against the Service Provider under and in accordance with the contract.

- ix. It has made or shall make all necessary arrangement for delivery of the products. In case of failure on the part of vendor to provide any material / service as mentioned, Bank has a right not to pay for such particular part of material / service and has also right to deduct such damages. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor. The Vendor shall enter into service level agreement which will include all terms & conditions, provisions, covenants, scope of work, penalties, payment terms but not limited to above within one month along with this agreement as addendum or otherwise as decided by the Bank.

7. The Bank hereby agrees and covenants to pay the Service Provider in consideration of the rendering of the Service(s) and the remedying of defects, if any therein, the Contract price or such other sum as 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 these presents 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

<p>1. Signature</p> <p>Name:</p> <p>Address:</p> <p>.....</p>	<p>2. Signature</p> <p>Name:</p> <p>Address:</p> <p>.....</p>
---------------------------------------------------------------------------	---------------------------------------------------------------------------

Signed and Delivered

by..... the within

named M/s.

.....

Date:

IN THE PRESENCE OF:

1. Signature

2. Signature

Name:

Name:

Address:

Address:

.....

.....

--	--

Annexure- 13

Performance Security (PBG)

Bank Guarantee No:
Bank Guarantee Amount:
Bank Guarantee Expiry Date:
Bank Guarantee Extended Claim Period Date:
Bank Guarantee For Contract : (Provide Description)
Claim Amount:
Account: M/s.

GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____
Two Thousand Twenty Two_____.

BY:

_____ Bank, a body corporate constituted under _____, having
its

Registered Office/ Head Office at _____, and a Branch Office
at

_____ (hereinafter referred to as
“the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof,
be deemed to mean and include its successors and assigns)

IN FAVOUR
OF:

IDBI Bank Ltd, a company registered under the Companies Act, 1956 (1 of 1956) 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

referred to as “**IDBI Bank**” or “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns).

WHEREAS, IDBI Bank through Request for Proposal bearing reference no..... (hereinafter referred to as “**RFP**”) invited the bids for engagement of Bidder to undertake supply of CRMs for IDBI Bank. M/s..... have been appointed as the vendor (hereinafter referred to as “**Vendor**”) and accordingly the Vendor and the Bank has entered into contract on, as per the terms and conditions contained therein and in the bid document bearing reference no..... [hereinafter referred to as “**the Contract**”]. The Vendor has strictly agreed to abide with the terms of Contract and the said documents.

AND WHEREAS pursuant to the RFP, the Contract, and the other related documents (hereinafter collectively referred to as “**the said documents**”, the Bank has agreed to avail from and

..... has agreed to provide to the Bank, more particularly described in the RFP documents (hereinafter collectively referred to as “**the Service(s)**”), subject to payment of the Contract price, as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the Contract, the Vendor has agreed to provide the Service(s) and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Bank acceptable to the Bank for securing the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the 3% of the Contract Price amounting to Rs..... (Rupees only) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the sum of Rs.....or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default or breach of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract and the said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

The Bank shall be the sole judge to decide whether the Vendor has failed to perform and/or observe the terms of the Contract of the said document for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee, but shall pay forthwith, the sums demanded, without any objection, whatsoever.

To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank

The liability of the Guarantor, under this Guarantee shall not be affected by:

- (a) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
- (b) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- (c) acquisition or nationalisation of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (d) any change in the constitution of IDBI Bank / Vendor; or
- (e) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- (f) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or
- (g) Any variance in the terms and conditions of the said documents.

Indemnities or any irregularity in the exercise of such powers.

Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of (In words) being the 3% of the Contract Price.

This Guarantee will expire on _____(expiry date).

Any demand or claim under this Guarantee must be received by the Guarantor by (Date) (3 months after the expiry date).

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

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

SIGNED AND
DELIVERED BY

the within named
Guarantor,

,

by the hand of Shri. _____,

its authorised official.

Annexure-14

Deed Of Indemnity

This Deed of Indemnity executed at Mumbai on the _____ day _____ of 2022
by

_____ (hereinafter referred to as “**the Obligor**”
which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed
to mean and include successors and permitted assigns);

IN FAVOUR
OF

IDBI Bank Ltd, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) 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, Mumbai – 400
005

(hereinafter referred to as “**IDBI 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)

WHERE
AS

(1) The Obligor has

(a) Offered to IDBI Bank to supply, install and maintain CRMs to IDBI Bank (hereinafter referred
to as “**the Services**”), as per the specifications provided under Request for Proposal bearing Reference
No..... (hereinafter referred to as “**RFP /Bid Document**”);

(b) Represented and warranted that they have all permissions, consents, approvals and license
from all authorities, both regulatory / statutory and non-regulatory, for executing the Service(s) as
stated in the Contract dated..... to IDBI Bank;

(c) Represented and warranted that the aforesaid Service(s) offered to IDBI Bank do not violate
any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual
property rights, 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 implementation,
maintenance and contract period to the satisfaction of IDBI Bank;

(d) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with IDBI Bank;

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

(3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of IDBI Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering of its Service(s) to IDBI Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission or negligence or otherwise 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 IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS
UNDER: -

In consideration of IDBI Bank having agreed to award the aforesaid Service(s) / job to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby unconditionally, absolutely and irrevocably agree and undertake that: -

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that IDBI 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 including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement.

(2) the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor hereby indemnifies and keeps indemnified IDBI Bank including its respective directors, officers, employees, agents and representatives against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

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

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

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

(7) This indemnity shall survive the aforesaid Contract.

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

(9) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to 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.

(9A) Notwithstanding anything contained hereinabove, the liability of the Obligor hereunder shall not exceed the amount equivalent to the value of the entire contract price.

(10) IDBI 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 Bank.

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

Annexure -15

Non-Disclosure Agreement

This Non-Disclosure Agreement ("**Agreement**") is made on this _____ day of _____, 2022.

BETWEEN

IDBI Bank Ltd, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) 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 IDBI Bank/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/Vendor” 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;**

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

WHEREAS, IDBI Bank called for the bids for engagement of Bidder for procurement of CRMs for IDBI Bank.

M/s. _____ (hereinafter referred to as "Bidder"), after going through the Bid

Documents, have vide its letter dated has submitted its bid to perform the said contract.

WHEREAS, the Bidder is aware and confirms that the information, data, technical specification 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 IDBI Bank,

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

In connection with this Agreement,

“Confidential Information” includes all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, technical specification, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information, except that the following shall not be considered Confidential Information:-

- i. that which is in the public domain;
- ii. that which was previously received from a third party not subject to the obligation of confidentiality with respect to such information;
- iii. that is developed independently without any aid from the disclosing Party;

iv. that which is required to be disclosed pursuant to any request/demand by statutory or regulatory or governmental agencies or any applicable law, judgment or otherwise, provided that unless prohibited by law the disclosing Party shall give adequate notice of such disclosure to the other Party.

v. that is released from confidentiality with the written consent of the other Party.

"Subsidiaries / Affiliates" means and includes the holding company, subsidiary and any other entity directly or indirectly "managed" or "controlled" by the Company/IDBI Bank. The term "managed" or "controlled" shall include ability to appoint and remove majority of the directors, partners or the like in the entity by whatever name called.

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. Not, without the prior written consent of the disclosing Party, which consent the disclosing Party shall not be under any obligation to provide, disclose the Confidential Information to any third party, save and except to, restrict access and disclosure of confidential information to such of their employees, agents, vendors, and Vendors 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 (3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination

- v. To keep the Confidential Information as strictly confidential;

This Agreement shall commence on the date of execution of this Agreement and treat Confidential Information as confidential for a period of **five years** from the date of last such disclosure of the Confidential Information. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of **two years** from the date of such termination. Further, any term or provision of this Agreement that by its nature is intended to survive termination or expiration hereof will so survive and apply.

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.

Provided that if receiving Party is required to disclose any Confidential Information by order of any court or regulatory authority, receiving Party will immediately upon receipt of such order intimate the disclosing Party of such order to enable the disclosing Party to challenge such order or to allow the disclosing Party a reasonable opportunity to seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information; provided further that the disclosure in such case shall be only to the extent required by law and subject to consultations with the disclosing Party with view to agreeing to the timing and content of such disclosure.

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 IDBI Bank or may require the Bidder's personnel to have access to computer networks and databases of IDBI Bank while on or off premises of IDBI Bank. It is understood that it would be impractical for IDBI 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 IDBI Bank that the Bidder's personnel, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank computer systems or databases while on or off IDBI 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 IDBI 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 receiving Party acknowledges the confidential nature of Confidential Information and damage could result to the disclosing Party if the receiving Party breaches any provision of the agreement and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause

or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc from engaging in any such act.

g) This Agreement shall be governed, interpreted and enforced in accordance with the laws of India.

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

i) Any dispute arising out of or in relation to this Agreement shall be referred to arbitration by a sole arbitrator appointed by both the parties. The arbitration shall be governed by the Arbitration and Conciliation Act 1996. Each Party shall pay and bear its own cost of arbitration. The Arbitration shall be held in the city of Mumbai.

j) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

k) This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

**Authorized
Signatory**

Name:

Designation:

Office Seal:

Place: Accepted –

Date:

Annexure- 16

Format of Power of Attorney for signing of bid

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

(To be included in Technical Bid)

Know all men by these presents, we _____ (name of the company/partnership firm and address of the registered office) do hereby appoint and authorize Mr. _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Supply, Installation and maintenance of CRMs in response to the RFP (Request for Proposal) Reference No..... by IDBI Bank Ltd (hereinafter referred to as IDBI Bank Ltd), including signing and submission of all documents and providing information/responses to IDBI Bank Ltd. in all matters in connection with our bid / offer.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2022

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

1. To be executed by the all members in case of a Consortium.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure- 17

Information Security Certificate

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

(To be included in Technical Bid)

This is to certify that–

1. Hardware and the software being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware etc. that would:-
 - (a) Obstruct the desired and the designed function of hardware/ software.
 - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
 - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
 - (d) Culminate into software attack, theft of intellectual property rights, identity theft and theft of equipment or information, sabotage & information extortion.
2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software developed and supplied.
3. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.

Date:

(Signature of Authorized Signatory)

Place:

Name and designation

(In Rs 500/- stamp paper)

Annexure- 18

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available

legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.
- 3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

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

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

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

4. Previous Transgressions

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting 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 middleman or agent or broker with a view to securing the contract.

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

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

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

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or 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

S.no.	Name of IEM	Contact Number	Email 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/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

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

13. The parties hereby sign this Integrity Pact at _____ on _____.

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

Signature

(For & on behalf of the PRINCIPAL) (For & on behalf of the BIDDER/ Contractor)

Office Seal Office Seal

Name:

Designation:

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

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

Annexure -19

BUSINESS RULES FOR ONLINE REVERSE AUCTION (ORA)

IDBI Bank shall finalize the bidder for Managed Services (MS) provider for against this Tender through Online Reverse Auction (ORA) mode. IDBI Bank has made arrangement with one of the agency who shall be IDBI Bank's **Authorized Service Provider** for the same. Please go through the guidelines given below and submit your Budgetary Commercial Bid along with the Tender. The Opening Price for the MS services will be decided based on the budgetary price received from all vendors.

1. Computerized Online Reverse Auction shall be conducted by IDBI Bank or its authorized service provider, on pre-specified date, while the Bidders shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to AUTHORISED SERVICE PROVIDER furnishing the price, the bidder wants to bid online, with a request to AUTHORISED SERVICE PROVIDER to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by AUTHORISED SERVICE PROVIDER in a readable / legible form and also the Bidder should simultaneously check up with AUTHORISED SERVICE PROVIDER over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by AUTHORISED SERVICE PROVIDER only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of AUTHORISED SERVICE PROVIDER at the time of receipt of the fax message from the bidders, AUTHORISED SERVICE PROVIDER will not be uploading the prices. It is to be noted that neither IDBI Bank nor AUTHORISED SERVICE PROVIDER are responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
2. Please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or in multiples of the decrement value.
3. AUTHORISED SERVICE PROVIDER shall arrange to train Bidders nominated person(s), without any cost to the Bidder. They shall also explain all the Rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

4. **BID FOR:**
- a. Managed Service Provider
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian Rupees (INR).
6. **Starting Bid/Bid Decrement:** The opening price of the ORA and the bid decrement value shall be available to the bidders on their bidding screen.
7. At the end of the reverse auction, all the bidders have to provide a detail break up for their lowest offer within 24 hour of closing of auction.
8. **Procedure of Online Reverse Auctioning**

- IDBI Bank will be giving Opening Price based on the budgetary quotes received from the Bidders. The first online bid that comes in the system during the online reverse auction can be equal to the auction's start price. The bidders can quote lesser than the auction's start price by one decrement, or by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.

- The bid decrement amount shall be specified by IDBI Bank. .

- Online Reverse Auction shall be for a period of one hour with unlimited extension. If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places a acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction from the time bid comes in. There will be unlimited extensions of 5 min. each.

- **Auto Bid:**

- The Auto Bid feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.
- The Bidders are supposed to quote their best lowest price in confirmation to the decrement value. Please note that the auto bid value can be entered only once for a particular Item in a particular event. The bidders can at no point of time, during the course of the auction, revise/delete their auto bid values. The bidders have the facility to revise their auto bid value prior to the start of the event.
- This feature can be used only once during a particular Reverse Auction and only after the L1 rate is equal to or less than the minimum bid amount that the bidder has put in the system will he get the option to manually bid for the same. In no case during the bidding till the L1 rate or less is not

reached as equivalent to the minimum bid amount offered by the bidder, will the bidder get the option to manually bid for the same.

- The situation wherein manual bidder quote the same price quoted by other bidder who has opted for the auto bid feature (although auto bid price is neither visible to any of the other bidders nor IDBI Bank nor AUTHORISED SERVICE PROVIDER, manual bidder would get a precedence over the auto-bidder. In no case auto bid can be stopped or cancelled.
 - In case all the participants opt for auto bid, the bidder who has entered the value first will get the precedence in that order.
9. The Successful Bidder shall be required to submit the final prices, quoted Online Reverse Auction exactly as issued by IDBI Bank/Service provider after the completion of Auction to IDBI Bank duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 10. During Online Reverse Auction, if no bid is received within the specified time, IDBI Bank, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
 11. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. **Should you back out and not supply as per the rates quoted, IDBI Bank shall take action as appropriate.**
 12. You will be able to view the following on your screen along with the necessary fields in the Online Reverse Auction.
 - a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Opening Price.
 - d. Your rank in the auction.
 13. At the end of the Reverse Auction, IDBI Bank will decide upon the winner. IDBI Banks decision on award of Contract shall be final and binding on all the Bidders.
 14. IDBI bank shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
 15. IDBI Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 16. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
 17. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.