

**Request for Proposal (RFP)  
For  
Empanelment of Vendors for Printers and  
Scanners**

**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45:  
December 01, 2023)**

**Dy. General Manager  
Procurement Group, Information Technology  
Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.  
Tel. No. 022 – 66700737/6740 1738**



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**INVITATION TO BID**

In order to fulfill the requirement of printers and scanners for the next three years of various branches / offices pan India, IDBI Bank Limited, (hereinafter referred to as IDBI / the Bank) Head Office, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005 proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as “Bidder”) who are capable and willing to undertake supplying, installing, commissioning & maintaining printers and scanners as required by branches and offices of BANK within the given timeline in an efficient manner and as per details listed out in this document. The applicant should have the capability to timely deliver, install, commission & maintain across 2000 branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

The RFP document will be available at Bank’s website, which could be accessed through URL address [www.idbibank.in](http://www.idbibank.in)

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>):

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- **It is highly recommended that the bidders are instructed to submit their bids well within time instead of waiting till the last date to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor Auction Tiger will be responsible for such eventualities.**
- **All the documents to be submitted duly digitally signed by competent authority as per Bank’s prescribed format only.**
- The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website(<https://www.idbibank.in/>) ([Quick Links-->Notices and Tenders](#)) and e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>)

## DISCLAIMERS

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling IDBI Bank to empanelment of Vendors & Procurement of Printers and scanners.

The information contained in this RFP document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of IDBI BANK LIMITED, ("IDBI Bank/ the Bank") is provided to the Bidder subject to 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 is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no 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.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

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

**It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website <https://www.idbibank.in/> ([Quick Links-->Notices and Tenders](#)) for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website and e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).**

### SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	<b>RFP Reference</b>	<b>IDBI-Bank/ITD/VMG/RFP/23-24/45</b>
2.	Date of commencement of Bidding process (Issue of RFP)	<b>December 01, 2023</b>
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	<b>December 07, 2023 up to 18:00 hours</b>
4.	Online Pre-Bid Meeting Date & Time.	<b>December 11, 2023 at 16:00 hours</b>  Bidders have to register themselves by sending following details to bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate.  <b>Company Name:</b> <b>OEM:</b> <b>Representative Name:</b> <b>Designation:</b> <b>Email ID:</b> <b>Contact:</b>  <b>Note: The link will be shared to registered bidders through mail.</b>
5.	Last Date & Time for Bid submission.	<b>December 22, 2023 up to 16:00 hours</b>  The bid documents have to be submitted through electronic mode through the e-Tendering Portal ( <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a> ). Please refer the instructions to the bidders for online mode ( <b>Annexure-15</b> ).
6.	Date and Time for opening of Bid	<b>December 22, 2023 at 16:30 hours</b>  The bid documents have to be opened through electronic mode through the e-Tendering Portal ( <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a> ).
7.	Place of opening of Bids / Pre – bid meeting / Communication	Dy. General Manager Procurement Group, Information Technology Department, IDBI Bank Limited, IDBI Annex Building, Plot No: 39-41, Sector 11, CBD Belapur, Navi Mumbai - 400614

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		Tel. No. 022 – 667001738/022-66700737 Email: <a href="mailto:dgm.itvmg@idbi.co.in">dgm.itvmg@idbi.co.in</a>
8.	Bid Fee	<b>Non Refundable fee of Rs.5,000/- + GST (Currently 18% GST)</b>
9.	Earnest Money Deposit	<b>Rs.5,00,000/-(Rupees Five Lakh Only). To be deposited separately.</b>
10.	Submission of Bid Fee and EMD	Bid Fee & EMD must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank's Current Account No. - ITD Account for Tenders" and the A/c No. - 18337000010848, IFSC Code – IBKL0000183 at its branch at Belapur, Navi Mumbai 400614. Bid not accompanied with Receipt on submission of Bid Fee & EMD will not be considered. Note: Bid fee and EMD amount to be deposited separately.

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has **66** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule, therefore.

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**SECTION 1****A (INTRODUCTION)****1. OVERVIEW**

1.1. IDBI Bank Ltd is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and Banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838. The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business.

**2. OBJECTIVE**

The objective of this RFP is to empanel the vendors who are interested and capable of supplying, installing, commissioning & maintaining printers and scanners, as required on PAN-India basis for branches & offices of the Bank for a warranty period of 1 years from the date of installation.

- 2.1. Bank will empanel the Vendors for the Period of three years from the date of issuance of Letter of Issuance (LOI).
- 2.2. Every year/Instance the Bank will share the Technical Specifications before conducting ORA based on the actual requirement of the quantity to be consumed in that particular year/period.
- 2.3. Bidder have to submit the documents for the both the categories separately and can also opt for only one category for empanelment.

2.4. **The empanelment will be done for below mentioned types of printers and scanners:**

i) **Category-I (Common Printers and Scanners)**

Sr. No	Description
1	Laser Printer (Mid-Size)
2	Laser Printer (Heavy Duty)
3	Mono Laser Multi-Function [Print, Scan, Copy]
4	Colour Laser Multi-Function [Print, Scan, Copy]
6	All-in-one Deskjet Printer - Color
7	ADF Scanner (Auto Duplex)
8	High Speed ADF Scanner (Auto Duplex)
9	Ink Tank/Ink Jet Printers
10	All-in-one Laser Printers
11	Flatbed Scanners

ii) **Category-II (Dot Matrix Printers)**

Sr. No	Description
1	Passbook Printer
2	132 Col. Dot Matrix Printer (DMP)
3	80 Col. Dot Matrix Printer (DMP)

**Note: The Bank will share the Technical Specifications separately through RFQ with the empaneled Vendors at the time of procurement.**

**2. ELIGIBILITY CRITERIA**

All eligibility requirements mentioned in **Section-3 (Annexure-11)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

**Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify/ evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.**

**B (RFP BIDDING DOCUMENTS)****1. COST OF BIDDING**

- 1.1. The cost of RFP / Bid document as mentioned in the **Scheduled of Events**.
- 1.2. The cost mentioned above should be paid through NEFT as mentioned in the Schedule of Events and copy of NEFT receipt/UTR Number to be submitted along with Bid Document. Bids received without the cost shall be summarily rejected. The cost is non-refundable.
- 1.3. In case, the RFP/Bid Document is downloaded from IDBI Bank's website [www.idbibank.in](http://www.idbibank.in), the cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. The Cost is non-refundable.
- 1.4. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

**2. DOCUMENTS CONSTITUTING THE RFP**

- 2.1. This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders (**Section - 1**), Legal Documents (**Section-2**) and various annexures (**Section - 3**). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 2.2. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

**3. CLARIFICATION IN BID DOCUMENT**

- 3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at **Annexure 10**. Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of

inquiry) will be posted on Bank's website or / and through an email.

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

**C (PREPARATION & SUBMISSION OF RFP BID)****1. LANGUAGE OF RFP**

- 1.1. The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English language.

**2. GENERAL INSTRUCTIONS**

- 2.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.
- 2.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, Bank's response to Pre-bid queries and Corrigendum's, if any.
- 2.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
- 2.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.
- 2.5. The Bid should be a complete document and should be bound as a volume. The document should be printed on both sides with page numbers and with separation for chapters appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 2.6. The bid response, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified and must be submitted through NEFT as specified in the Schedule of Event on or before the due date. The bid documents have to be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) on or before due date.
- 2.7. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

- 2.8. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- 2.9. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- 2.10. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.
- 2.11. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 2.12. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.
- 2.13. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 2.14. Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring Bank to do the aforesaid.
- 2.15. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 2.16. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).
- 2.17. The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.**
- 2.18. Any effort by a Bidder to influence Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
- 2.19. The Bid Documents may be downloaded from our website [www.idbibank.in](http://www.idbibank.in) (Notices and Tenders) and submitted at the address mentioned in the Schedule of Events.
- 2.20. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).
- 2.21. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

### 3. BID FORM:

#### 3.1. Bidder Qualification

- 3.1.1.** The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized

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Duly authorized to sign  
for and on behalf of the company.



Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

- 3.1.2.** It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.
- 3.1.3.** The Bidder shall sign the bid with the exact name of the firm / Company to whom the contract is to be issued. The Bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
- 3.1.4.** The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.
- 3.1.5.** The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. Bank may reject outright any Bid not supported by adequate proof of the signatory's authority.

#### **4. DEADLINE FOR SUBMISSION OF RFP BIDS**

- 4.1. Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 4.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- 4.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.
- 4.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

#### **5. MODIFICATION AND WITHDRAWAL OF BIDS**

- 5.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 5.2. No Bid may be modified after the deadline for submission of Bids.
- 5.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.
- 5.4. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that



written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

5.5. No Bid may be modified after the deadline for submission of Bids.

5.6. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

## 6. EARNEST MONEY DEPOSIT (EMD)

- 7.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the **Schedule of Events**.
- 7.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 7.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.
- 7.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.
- 7.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.
- 7.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.
- 7.7. No interest is payable on the amount of EMD.
- 7.8. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.
- 7.9. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit as mentioned in the **Schedule of Events**.
- 7.10. All the bidders are required to submit the EMD refund request in the format as per **Annexure- 08** given in the RFP.

**D (OPENING AND EVALUATION OF RFP BID)**

The bid documents have to be opened through electronic mode through the e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) as per the date, time & locations mentioned under the clause in the “Schedule of Events”.

**1. PRELIMINARY CHECK**

- 1.1.** The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
- 1.2.** Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- 1.3.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, the Bid will be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- 1.4.** A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- 1.5.** Bank may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 1.6.** Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.7.** Bank reserves the right to re-issue / re-commence / cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- 1.8.** During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders

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for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

- 1.9.** Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

## **2. BID EVALUATION CRITERIA**

- 2.1. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.
- 2.2. After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to provide demo Printers and scanners to check the compatibility of hardware required by the Banks.
- 2.3. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the POC for the proposed models of Printers and scanners will be carried out, if required. Technically qualified bidders have to deliver their proposed models of Printers and scanners within 2 days on receipt of intimation from Bank to conduct POC.
- 2.4. All the vendors who has submitted the tender have to supply & install the Hardware of the same make/s & model/s quoted in the tender at our office address IDBI Bank Ltd. 8<sup>th</sup> floor IT Division, Plot No. 39-41, Sector-11 CBD Belapur, Navi Mumbai (400614), Maharashtra for the application testing within one week from the date of submission of tender.
- 2.5. Any vendor who is not complying with the above POC will be technically disqualified at the discretion of Bank.
- 2.6. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
- 2.7. The technical bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder's proposal should conform to the contents and format of the technical bid listed out Annexure  
– 1 of the RFP Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- 2.8. The technical bid / scope of the work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical and functional information. The Bidder will demonstrate / substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank. The Bidder should use their own tools / utilities / simulators to demonstrate the features laid in the RFP / evaluation criteria.
- 2.9. IDBI Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

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

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

### 4. SIGNING OF CONTRACT

- 4.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents.
- 4.2. The signing of Contract should be accompanied by the submission of Non- Disclosure Form, Deed of Indemnity / warranty and other applicable documents as specified in the RFP / Bid Document.
- 4.3. The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.
- 4.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**
- 4.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- 4.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

### 5. PERIOD OF CONTRACT

- 5.1. The Empanelment will be valid for a period of 3(three) years from the date of issue of Letter of Intent (LOI) subject to signing of Agreement. The Empanelment may be further extended / renewed for the period of two years at the sole desire of IDBI Bank by execution of the documents with the terms and conditions for such extension/renewal.

### 6. IT OUTSOURCE POLICY

- 6.1. Bidder have to submit the bid in compliance with the RBI (Reserve Bank of India) circular on *Master Direction on Outsourcing of Information Technology Services dated April 10, 2023* vide ref. no RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24

## SECTION 2

### 1. DEFINITIONS

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

- 1.1. “Successful Bidders” or “Vendors” means any firm / company, etc., whose Bids have been accepted by Purchaser and selected them as empaneled vendor.
- 1.2. “Purchaser” means IDBI Bank Limited including its successors and assigns.
- 1.3. “Service Period” means the period of **3 years** (Empanelment Period) commencing from the date of issuance of LOI by the empaneled vendors.
- 1.4. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.5. “Business Day” means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).
- 1.6. “Confidential Information” means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- 1.7. To treat Confidential Information as confidential for a period of three (3) years from the date of issuance of LOI. 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.
- 1.8. “Parties” means the Purchaser and the Vendor and “Party” means either of the Parties.

### 2. INTERPRETATION

- 2.1. In this Contract unless a contrary intention is evident:
  - 2.1.1. The Clause headings are for convenient reference(s) only and do not form part of this Contract;

- 2.1.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.1.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 2.1.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.1.5. A word importing a gender includes any other gender;
- 2.1.6. A reference to a person includes a partnership and a body corporate;
- 2.1.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.1.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.1.9. Reasonability and materiality of “doubt” and “controversy” shall be at the discretion of IDBI Bank Ltd.
- 2.1.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

### 3. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section-4 in RFP. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
- 3.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
- 3.3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.
- 3.4. The Bidder shall sign the Non-Disclosure Agreement as per format provided in annexure-6 of RFP document.

### 4. PENALTIES INDEMNITY

- 4.1. All empaneled vendor shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in **Annexure- 7**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any

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costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. -

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

## 5. EMPANELMENT

- 5.1. The eligible vendors after the evaluation process would be empaneled with the Bank for supply of printers and scanners for a period of three years from the date of issuance of LOI.
- 5.2. All the empaneled vendors has to execute Non-Disclosure Agreement, Deed of Indemnity with the Bank after successful completion of the tender.
- 5.3. LOI will be issued to all the successful Vendors for the period of 3 years extendable up to period of 5 years.
- 5.4. The Contract with the empaneled vendor will be valid for a period of 3 years plus delivery and installation timeline plus additional 2 years extended period from the date of the acceptance of LOI by the vendor. The contract will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor.

## 6. CONTRACT AMENDMENTS

- 6.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

## 7. DISPUTE RESOLUTION

- 7.1 The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
  - i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.

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

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

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

7.4 The provision under this section survives the contract.

## **8. STANDARD PERFORMANCE:**

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

## **9. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS**

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

9.2 Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the

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Duly authorized to sign  
for and on behalf of the company.

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Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the /Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

- 9.3 The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.
- 9.4 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

## 10. INSPECTION & QUALITY CONTROL TESTS/CHECK

- 10.1 Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.
- 10.2 Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.
- 10.3 IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.
- 10.4 Purchaser's has the right to inspect and test the goods at Bidder plant at any time during the contract period.

## 11. ADDRESS FOR NOTICE

- 11.1 All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

(i) if delivered by hand and received by an authorized employee or officer of the Party,

(ii) upon receipt of confirmation receipt when sent by facsimile; or

(iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;

(iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Bank Limited IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra
	<b>Attn:</b> DGM-Procurement Group <b>Tel:</b> +91-22-66700268, <b>Email:</b> prabhat.kum@idbi.co.in
In the case of the Bidder	<..... company name & Address ..... > ..... .....
	<b>Attn:</b> Shri _____ <b>Tel:</b> +91- _____ <b>Fax:</b> +91- _____ <b>Email:</b> _____

**11.2A** party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

## 12. TAXES & DUTIES

12.1 The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

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

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

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

12.5 The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the

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Duly authorized to sign  
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responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

- 12.6 The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- 12.7 The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
- 12.8 The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

### 13. SUCCESSFUL BIDDER INTEGRITY

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

### 14. SUCCESSFUL BIDDER OBLIGATION

- 14.1 The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.
- 14.2 The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.
- 14.3 The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and

will not reveal such information to any other party without the prior written approval of Purchaser.

## 15. SURVIVAL

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

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

## 16. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

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

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

16.3 However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contract value.

## 17. INFORMATION SECURITY

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

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

17.3 Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information

confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

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

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

17.6 The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the bank arising due to activation of any such embedded malware / malicious code. The Bidder shall further supply a certificate to the bank in the form Appended herewith.

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

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

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

17.10 The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure 09**.

## 18. CONFIDENTIALITY

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

- 18.1.1 to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 18.1.2 to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 18.1.3 to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- 18.1.4 to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- 18.2 Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
- 18.2.1 the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- 18.2.2 is independently developed by the recipient without breach of this Contract;
- 18.2.3 information in the public domain as a matter of law;
- 18.2.4 is received from a third party not subject to the obligation of confidentiality with respect to such information;
- 18.2.5 is released from confidentiality with the written consent of the other party.
- 18.3 The recipient shall have the burden of proving that Clause 18.2 above is applicable to the information in the possession of the recipient.
- 18.4 Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.



- 18.5 Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.
- 18.6 In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.
- 18.7 The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

## 19 CONFLICT OF INTEREST

- 19.1 Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- 19.1.1 the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the

purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

19.1.2 A constituent of such Bidder is also a constituent of another Bidder; or

19.1.3 Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

19.1.4 Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

19.1.5 Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

19.1.6 Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

## 20 FRAUD & CORRUPT PRACTICES

20.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.



20.2 Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

20.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 21 TERMINATION

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

- i. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid or this Contract.
- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.
  - a. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
  - b. **Termination for Default:** The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.
  - c. **Termination for Convenience:** Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

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

## 22 CONSEQUENCE OF TERMINATION

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

- 22.2 In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- 22.3 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any direct losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such direct loss, damages or other costs, incurred by the Purchaser. (The Bidder shall not be liable for any indirect or consequential losses). Additionally, the sub Bidder / other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.
- 22.4 All third Parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.
- 22.5 Nothing herein shall restrict the right of the Purchaser to invoke the bank guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
- 22.6 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 22.7 Termination survives the Contract.
- 22.8 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.

## 23 PUBLICITY

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

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

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## 24 NO ASSIGNMENT

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

## 25 RELATIONSHIP BETWEEN THE PARTIES

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

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

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

## 26 JURISDICTION OF COURT

26.1 The Contract shall be interpreted in accordance with the laws of the India and shall be subject to the exclusive jurisdiction of courts at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

## 27 "NO CLAIM" CERTIFICATE

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

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

## 28 INSURANCE

28.1 The Bidder shall:

- i. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
- ii. at the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 28.2 Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.
- 28.3 Third party liability insurance with a sufficient coverage for the period of the Contract.
- 28.4 Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- 28.5 Employer's liability and workers' compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 28.6 Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.
- 28.7 The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
- 28.8 All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.
- 28.9 Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation / testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

## 29 LIMITATION OF LIABILITY

- 29.1 The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).
- 29.2 The limits specified in Sub-Clause (29.1) above shall not apply to:
- i. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole willful misconduct of the Bidder or its employees;
  - ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks,

copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;

29.3 The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to damages from Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

29.4 In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;

- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
- ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP; or
- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- iv. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- v. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- vi. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
- vii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- viii. This limitation of liability shall not apply for indemnity at clause 6 of this RFP.

### 30 FORCE MAJEURE

30.1 Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

30.2 For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45



- 30.3 If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.
- 30.4 "Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:
- 30.4.1 materially and adversely affects the performance of obligations under the Contract;
  - 30.4.2 are beyond the reasonable control of the Bidder;
  - 30.4.3 Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
  - 30.4.4 do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract
- 30.5 Upon directions by the Bank, the Successful Bidder shall resume performing of the services in same manner as it would have performed, had there been no such Force Majeure situation.

## SECTION 3

## 1. TECHNICAL BID FORM (ANNEXURE-1)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
The Deputy General Manager,  
Information Technology Division  
**IDBI Bank Limited**  
IDBI Bldg - Annex, 8th floor, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614  
Dear Sir,

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45: December 01,**  
**2023)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer **Empanelment of Vendors for Printers and Scanners** for IDBI Branches in conformity with the said Bid Documents. If our Bid is accepted, we agree and undertake that, to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 3%% (Three percent) of the value of Contract for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

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

We agree and undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank's approval, will be at the same contracted price as the obsolete model.

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

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

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45



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

We enclose a NEFT receipt of **Rs. 5, 00,000 /- (Rupees Five Lakh Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on \_\_\_\_\_, \_\_\_\_\_ Branch payable at Mumbai.

We understand that the EMD will be refunded after acceptance of LOI and signing legal documents in case of successful Bidder and within a period of 30 (Thirty) days after the awarding of contract to empanel bidder, in case of unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Sign

Name:

Designation:

(Company Seal)

## 2. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 2)

(On Stamp Paper of relevant value)

### POWER OF ATTORNEY

Know all men by these presents, we M/s \_\_\_\_\_, \_\_\_\_\_ (name of the Bidder and its address) do hereby appoint and authorize Shri \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for \_\_\_\_\_, in response to the RFP (Request for Proposal) floated by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our Bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

For or on behalf of M/s \_\_\_\_\_

(Authorised Signatory)  
(Name, Designation and Address)

Accepted

(Authorised Signatory)  
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1)  (Name, Signature & Address)	2)  (Name, Signature & Address)
---------------------------------------	---------------------------------------

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

- 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.

**3. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP  
(ANNEXURE – 3)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
The Deputy General Manager,  
Information Technology Division  
**IDBI Bank Limited**  
IDBI Bldg - Annex, 8th floor, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614  
Dear Sir,

**Reference: RFP for Empanelment of Vendors for Printers and Scanners  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45 : December 01,  
2023)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **Empanelment of Vendors for Printers and Scanners** for IDBI.

The empanelment will be for three years' period from the date of LOI and shall be extendable up to 2 years based on the Bank's discretion.

(Authorized Signatory)

Name of the signatory \_\_\_\_\_

Designation \_\_\_\_\_

(Company Seal)

**4. SELF DECLARATIONS (ANNEXURE – 4)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
The Deputy General Manager,  
Information Technology Division  
**IDBI Bank Limited**  
IDBI Bldg - Annex, 8th floor, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614  
Dear Sir,

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45 : December 01,**  
**2023)**

We, \_\_\_\_\_ (name and designation) on behalf of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to IDBI Bank for \_\_\_\_\_ in response to the Request for Proposal (RFP) dated \_\_\_\_\_ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. 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.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We have submitted our bid in compliance with the RBI (Reserve Bank of India) circular on ***Master Direction on Outsourcing of Information Technology Services dated April 10, 2023*** vide ref. no RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24
- vi. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vii. 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.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

- viii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- ix. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- x. 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.
- xi. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

(Authorized Signature)

(Company Seal)

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

In the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of: M/s \_\_\_\_\_



**5. MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE – 5)**

(To be submitted on OEM's letterhead and included in the Technical Bid Envelope)

*(There would not be any modification allowed in the format and bidder should manage to obtain the same from OEM.)*

Date:

To  
Dy. General Manager  
Procurement Group, Information Technology Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.

**Reference: RFP for Empanelment of Vendors for Printers and Scanners  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45 : December 01,  
2023)**

Dear Sir,

We \_\_\_\_\_ (OEM) are established and reputed Manufacturers for \_\_\_\_\_ having factories/ depot at \_\_\_\_\_. We do hereby authorize M/s. \_\_\_\_\_ (Bidder) to submit their offer / application to IDBI Bank against the above Expression of Interest.

M/s \_\_\_\_\_ is an authorized Gold / Premium/ Tier I partner.

We shall extend our back to back service support and assurance of availability of our equipments and their components, in case M/s \_\_\_\_\_ (Bidder) is the successful bidder in any of the RFQs/LRFPs issued under this empanelment.

We shall be fully responsible for any shortfall in the transaction routed through M/s \_\_\_\_\_ Bidder.

We also assure our support for the complete period of empanelment i.e. 3 years

Sign

Name of the signatory

Designation

Company Seal.

Email id and mobile no.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

**6. NON-DISCLOSURE AGREEMENT (ANNEXURE – 6)**

(To be submitted by the Successful Bidder On Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty

**Between**

IDBI Bank Limited, 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) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

**AND**

M/s \_\_\_\_\_ (Name of Vendor) of \_\_\_\_\_  
(Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

**WHEREAS**, Bank called for the bids for engagement of Bidder for **Empanelment of Vendors for Printers and Scanners** for use at branches / Offices/ Other locations of the Bank. M/s \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for product / service / solution for IDBI Bank branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

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

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

In connection with this Agreement,

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

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

and contractual relationships, business forecasts, business plans and strategies, information the Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; 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 whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

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

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

- c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the vendor's personnel to be present on premises

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

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

- d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The provisions hereunder shall survive termination of the Contract.

Sign

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Seal

Place:

Date:

Accepted (Bank)

Sign \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company Seal

Place:

Date:

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

**7. DEED OF INDEMNITY (ANNEXURE – 7)**

(To be submitted by the Successful Bidder On Rs.500/- stamp paper)

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

**IN FAVOUR OF**

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) ) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

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

**WHEREAS**, Bank vide **RFP No. IDBI-Bank/ITD/VMG/RFP/23-24/45** dated **December 01, 2023** called for the bids for engagement of Vendor for **Empanelment of Vendors for Printers and Scanners** for IDBI Branches PAN India. M/s \_\_\_\_\_ have been appointed as the Successful Vendor.

**1) The Obligor has**

- a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
- b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
- c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

- d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (DD/MM/YYYY) (the Contract) with the Obligor;
- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:**

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45



4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
7. This indemnity shall survive the aforesaid Contract.
8. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.
9. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
10. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

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

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

Signed and Delivered on behalf of (M/s \_\_\_\_\_ )

by the hand of Mr/Ms/Mrs \_\_\_\_\_ (Designation \_\_\_\_\_),

the authorized official of the obligor

**8. LETTER FOR REFUND OF EMD (ANNEXURE – 8)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,

The Deputy General Manager,  
Information Technology Division

**IDBI Bank Limited**

IDBI Bldg - Annex, 8th floor, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614

Dear Sir,

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45:December 01, 2023)**

We \_\_\_\_\_ (Company Name) had participated in the RFP for **Empanelment of Vendors for Printers and Scanners** and are unsuccessful bidder.

or

We \_\_\_\_\_ (Company Name) had participated in the RFP for **Empanelment of Vendors for Printers and Scanners** and are successful bidder and we had submitted all the legal Documents.

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

Sr. No	Bidder Name	NEFT UTR No.	Bank Name	Transaction Date	Amount Rs.

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

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

**Signature :** \_\_\_\_\_

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

**Designation :** \_\_\_\_\_

**Company seal :** \_\_\_\_\_

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

**9. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 9)**

(To be submitted on the Company's Letter Head and included in the Technical Bid)

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45:December 01,**  
**2023)**

This is to certify that–

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

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**10. PRE – BID QUERIES (ANNEXURE – 10)**

(To be submitted in excel file format on [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in) &  
[vmg.procurement@idbi.co.in](mailto:vmg.procurement@idbi.co.in))

**Bidder Name :****Contact Person :****Contact no / email id:**

S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

**Signature :** \_\_\_\_\_**Name :** \_\_\_\_\_**Designation :** \_\_\_\_\_**Company seal :** \_\_\_\_\_

## 11. ELIGIBILITY CRITERIA COMPLAINT SHEET (ANNEXURE – 11)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45:December 01, 2023)

Sr . No	Criteria	Supporting documents	Compliance (Y/ N)
1.	Bidder should be an Indian Company/ LLP/ Partnership firm registered under applicable act in India. It should have been in operation for at least five years as on date of RFP.	<ul style="list-style-type: none"> <li>Copy of the Certificate of Incorporation along with copy of memorandum and articles of association/copy of Partnership Deed along with Registration certificate.</li> <li>The bidder to also submit copy of PAN Card, Sales Tax VAT Registration, GSTIN Certificate.</li> </ul>	Yes/No
2.	Bidder should be operating in the field of Supplying Hardware like printers and scanners full support and maintenance for at least last 3 years as on date of issue of this RFP.	The commencement of Business certificate, Memorandum of Association etc.	Yes/No
3.	Bidder may be an OEM or a Certified Channel Partners of OEMs (CCPs) (Both can be empanelled & participate (however in ORA either one of them can participate), in case the OEM does not deal directly; OEM may bid through not more than four (including OEM) of their CCPs. However, either OEM or SI can participate in the reverse auction. A bidder can bid for a maximum of two OEMs for Servers and two OEMs for Storages. An OEM can bid through a maximum	Manufacturers Authorization letter from OEM in favor of CCPs ( Bidder) as per Annexure 5	Yes/No

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

Sr . No	Criteria	Supporting documents	Compliance (Y/ N)	
	of Four business partners only. Bidders has to submit the document category wise for empanelment separately.			
4.	Bidder (Certified Channel Partner (CCP)) should have established partner relationship with OEMs of Printers and Scanners for last 2 (two) years.	Supporting proof / document to be submitted	Yes/No	
5.	Bidder should have annual average turnover of Rs.25 crore (Rs.12 crore for MSE) towards direct sales in the computer hardware in each of the last 3 financial year i.e. FY 2020-21, FY 2021-22 and 2022-23.	Audited Financial Statement of the last three financial years. Audited Financial Statement of the last three financial years. (If audited statement is not available for FY 22-23 then CA certified declaration to be submitted)	F.Y. 2020-21	
			F.Y. 2021-22	
			F.Y. 2022-23	
6.	Bidder should have positive Net Worth in the last three financial years i.e. FY 2020-21, FY 2021-22 and 2022-23.	(If audited statement is not available for FY 22-23 then CA certified declaration to be submitted)	F.Y. 2020-21	
			F.Y. 2021-22	
			F.Y. 2022-23	
7.	Bidder should have supplied & installed at least 500 printers or scanners in one PSUs / BFSI or 250 printers or scanners in two PSUs / BFSI each (excluding Educational Institutions / Universities) in the last two financial years. The installation should have been completed within 1 years of the date of purchase order and in any case, the delivery & installation should have been completed on or before date of issue of this RFP.  <b><u>For MSE:</u></b> Bidder should have supplied & installed at least 250 printers or scanners in one PSUs / BFSI or 100 printers or scanners in two PSUs / BFSI each (excluding Educational Institutions / Universities) in any of the last three financial years. The installation should have been completed within 1 years of the date of	Purchase Orders (POs)/ Performance certificates/ accompanied by relevant / related installation report.	Yes/No	
		An excel sheet giving summary of all the POs submitted under the relevant rate contract with PO number, PO date, delivery date & installation date.	Yes/No	
		Reference for each of the PO should contain the information like Name and address of organization, contact person details etc.)	Yes/No	

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45



Sr No	Criteria	Supporting documents	Compliance (Y/ N)
	purchase order and in any case, the delivery & installation should have been completed on or before issue of this RFP.		
8.	Bidder can support directly or through their Certified Channel Partner (CCP) having minimum 20 Support Centers across India (spread across minimum 20 states) with at least one support Centre in the North East Region.	Support & services centers as per the format given in RFP at Annexure 18  If Supporting through CCP then document to establish partner relationship to be submitted along with profile of CCP as per Annexure 13 along with its supporting documents	Yes/No
9.	Bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years. The Bidder have to submit a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency.	Self-Declaration on Company's letter Head signed by authorized person	Yes / No
10.	ISO 9001-2015 Certificate (Bidder and OEM)	Current and valid certificate.	Yes/No
11.	ISO 14001 Certificate (OEM)	Current and valid certificate.	Yes / No
12.	<b><u>Micro and Small Enterprises (MSE):</u></b> Micro & Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that Traders are not eligible for this Scheme.	Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration.	Yes/No

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

Sr No	Criteria	Supporting documents	Compliance (Y/ N)
	<p>Exemption provided from payment of EMD &amp; Cost of bid document will be provided</p> <p>*MSEs will have to meet all other eligibility criteria laid down in this RFP.</p>		
13.	<p>In terms of Notification No. F.No.6/18/2019-PDD dated September 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>A copy of the aforesaid Notifications can be downloaded from Department of Expenditure website i.e. URL <a href="https://doe.gov.in/procurement-policy-division-0">https://doe.gov.in/procurement-policy-division-0</a>. The Guidelines may be treated as an integral part of the tender documents.</p>	<p>Both OEM and Bidders have to submit the approval from Competent Authority.</p> <p>Alternatively, Bidders should provide Certificate “<i>Model Certificate for Tenders</i>”, on their stamp paper, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated September 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	

Signature :

Name :

Designation :

Company seal :

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

## 12. BIDDER PROFILE (ANNEXURE – 12)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To,  
The Deputy General Manager,  
Information Technology Division  
**IDBI Bank Limited**  
IDBI Bldg - Annex, 8th floor, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614  
Dear Sir,

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45 : December 01, 2023)**

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

### 13. BIDDER SUPPORT / SERVICE CENTRE (ANNEXURE – 13)

(To be submitted on the Company's Letter Head and included in the Technical Bid)

Sr No	State	Number of Branch es	Directly / Certified Channel Partner (CCP) Please Specify	Address	Contact Person Name & Designation	Contact Number (Mobile, Landline & Email ID)
1.	Andaman & Nicobar Islands	1				
2.	Andhra Pradesh	63				
3.	Arunachal Pradesh	1				
4.	Assam	36				
5.	Bihar	76				
6.	Chandigarh	12				
7.	Chhattisgarh	75				
8.	Dadra & Nagar Haveli	2				
9.	Daman & Dui	1				
10.	Delhi	60				
11.	Goa	8				
12.	Gujarat	126				
13.	Haryana	66				
14.	Himachal Pradesh	19				
15.	Jammu & Kashmir	6				
16.	Jharkhand	61				
17.	Karnataka	100				
18.	Kerala	58				
19.	Madhya Pradesh	115				
20.	Maharashtra	487				
21.	Manipur	2				
22.	Meghalaya	2				
23.	Mizoram	5				
24.	Nagaland	4				
25.	Odisha	83				
26.	Puducherry	2				
27.	Punjab	84				
28.	Rajasthan	77				
29.	Sikkim	5				
30.	Tamil Nadu	130				
31.	Telangana	47				
32.	Tripura	9				

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45

33.	Uttar Pradesh	129				
34.	Uttarakhand	33				
35.	West Bengal	111				
	Total	2096				

Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

#### 14. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-14)

(To be submitted on the Company's Letter Head and included in the Technical Bid

**Reference: RFP for Empanelment of Vendors for Printers and Scanners**  
**(REF No: IDBI-Bank/ITD/VMG/RFP/23-24/45 : December 01,**  
**2023)**

#	Documents to be submitted	Supporting Documents	Submitted ( Yes / No)
1.	Copy of NEFT receipt/UTR details (EMD and Bid Cost)	<ul style="list-style-type: none"> <li>• EMD</li> <li>• Bid document fee</li> <li>• MSME Certificate / NSIC / Other Supporting document for waiver for EMD / Bid Fee</li> </ul>	Yes / No
2.	Technical Bid Form (Category Wise)	<ul style="list-style-type: none"> <li>• As per Annexure-1</li> </ul>	Yes / No
3.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> <li>• Certified true copy of Board Resolution</li> <li>• POA as per format at Annexure-2</li> <li>• (If sub delegates the power by the authorized signatory whose nominated by the board)</li> </ul>	Yes / No
4.	Unconditional Acceptance of Terms and Conditions of RFP	As per Annexure-3	Yes / No
5.	Self-Declarations by Bidder	As per Annexure-4	
6.	Manufacturer Authorization Form (MAF) from OEM	<ul style="list-style-type: none"> <li>• As per Annexure-5</li> </ul>	Yes / No
7.	Letter for Refund of EMD	<ul style="list-style-type: none"> <li>• As per Annexure-8</li> </ul>	Yes / No
8.	Information Security Certificate	<ul style="list-style-type: none"> <li>• As per Annexure-9</li> </ul>	Yes / No
9.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> <li>• As per Annexure-11</li> </ul>	Yes / No
10.	Bidder's Profile	<ul style="list-style-type: none"> <li>• As per Annexure-12</li> <li>• Incorporation Certificate</li> <li>• GST</li> <li>• PAN</li> </ul>	Yes / No
11.	Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)	<ul style="list-style-type: none"> <li>• Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)</li> </ul>	Yes / No

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/23-24/45



12.	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"><li>• Signed copy of RFP (all the pages to be signed).</li><li>• Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted</li></ul>	Yes / No
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Signature:

Name of the Authorized Person:

Designation:

(Company Seal)

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

## 15. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-15)

### 15.1. DEFINITIONS:

**15.1.1.e-Procurement Technologies Ltd.(Auction Tiger):** Service provider to provide the e-Tendering Software.

**15.1.2.IDBI Bank e-Procurement Portal:** An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://eauction.auctiontiger.net/EPROC/>

### 15.2. ACCESSING / PURCHASING OF BID DOCUMENTS :

**15.2.1.**It is mandatory for all the bidders to have Class-II or Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in). **E-Procurement Technologies Ltd. (Auction Tiger):** also facilitate Class II or Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact **e-Procurement Technologies Ltd. (Auction Tiger):** at mobile no. +91-9099090830 for DSC related queries or can email at [dsc@abcprocure.com](mailto:dsc@abcprocure.com).

**15.2.2.**To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>) to have a user ID & Password with no registration fee.

**15.2.3.**The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

**15.2.4.**The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

**15.2.5.**For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Landline Numbers: 9510813197/ 7859800621/ 6352631968/ 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: [support@auctiontiger.net](mailto:support@auctiontiger.net), [nandan.v@eptl.in](mailto:nandan.v@eptl.in), [fahad@eptl.in](mailto:fahad@eptl.in), [devendra.r@eptl.in](mailto:devendra.r@eptl.in)

**Note:** It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor e-Procurement Technologies Ltd. (Auction Tiger) will be responsible for such eventualities.

\*\*\*\*\* END OF RFP DOCUMENT \*\*\*\*\*