

**Request for Proposal (RFP)**  
**For**  
**Empanelment of Vendors for Supply of**  
**Servers & Storages**

**(REF No: IDBI-Bank/ITD/VMG/RFP/22-23/36:**  
**September 26, 2022)**

Dy. General Manager  
Vendor Management Group, Information Technology  
Department  
IDBI Bank Limited,  
IDBI Annex Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.  
Tel. No. 022 – 6740 1738/ 6670 0737



## CONTENTS

INVITATION TO BID.....	4
DISCLAIMER .....	5
SCHEDULE OF EVENTS .....	6
SECTION – 1 .....	8
A (INTRODUCTION).....	8
1. OVERVIEW .....	8
2. OBJECTIVE.....	8
3. ELIGIBILITY CRITERIA.....	8
B (RFP BIDDING DOCUMENTS).....	9
1. COST OF BIDDING .....	9
2. DOCUMENTS CONSTITUTING THE RFP.....	9
3. CLARIFICATION IN BID DOCUMENT.....	9
4. PROCUREMENT UNDER THE EMPANELEMENT .....	9
C (PREPARATION & SUBMISSION OF RFP BID) .....	10
1. LANGUAGE OF RFP .....	10
2. GENERAL INSTRUCTIONS.....	10
3. BID FORM .....	11
4. DEADLINE FOR SUBMISSION OF RFP BIDS.....	12
5. MODIFICATION AND WITHDRAWAL OF BIDS.....	12
6. DUE DILIGENCE .....	12
7. BIDDING IN CONSORTIUM.....	12
D (OPENING AND EVALUATION OF RFP BID).....	13
1. PRELIMINARY CHECK .....	13
2. BID EVALUATION CRITERIA.....	13
3. BANK’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	14
4. SIGNING OF CONTRACT .....	14
5. PERIOD OF CONTRACT.....	14
SECTION 2 .....	15
1. DEFINITIONS .....	15
2. INTERPRETATION.....	15
3. USE OF CONTRACT DOCUMENTS AND INFORMATION .....	16
4. INDEMNITY .....	16
5. CONTRACT AMENDMENTS.....	16
6. DISPUTE RESOLUTION .....	17
7. ADDRESSES FOR NOTICES.....	17
8. INFORMATION SECURITY.....	18

9. CONFIDENTIALITY .....	18
10. FRAUD & CORRUPT PRACTICES .....	19
11. CONFLICT OF INTEREST .....	20
12. PUBLICITY.....	20
13. NO ASSIGNMENT .....	20
14. RELATIONSHIP BETWEEN THE PARTIES.....	21
15. GOVERNING LAW .....	21
16. JURISDICTION OF COURTS.....	21
SECTION-3.....	22
1. TECHNICAL BID FORM (Annexure-1) .....	22
2. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE-2) .....	23
3. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE-3) .....	24
4. SELF DECLARATIONS (ANNEXURE – 4).....	25
5. DEED OF INDEMNITY (ANNEXURE – 5).....	27
6. NON –DISCLOSURE AGREEMENT (Annexure – 6).....	30
7. INFORMATION SECURITY CERTIFICATE (ANNEXURE-7).....	33
8. ELIGIBILITY CRITERIA (ANNEXURE –8) .....	34
9. BIDDER PROFILE (ANNEXURE – 9) .....	37
10. FORMAT OF PRE- BID QUERIES (ANNEXURE-10).....	38
11. LIST OF DOCUMENT TO BE SUBMITTED IN RESPONSE TO RFP (ANNEXURE-11) .....	39
12. SELF-DECLARATIONS BY OEM (ANNEXURE 12) .....	40
13. UNDERTAKING FROM OEM (MAF) (ANNEXURE-13) .....	41
14. OEM DETAILS. (ANNEXURE-14) .....	42
15. <b>INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-15)</b> .....	43

## INVITATION TO BID

This Request for Proposal (RFP) has been prepared solely for the purpose to empanel Original Equipment Manufacturers (OEM) or their authorized Premium Business Partners (hereinafter referred to as "Bidder") for Supply of Servers & Storages for a period of Three years starting from the date of issue of Letter of Intent by the Bank empanelling the Vendors. Bank reserves the right to shorten or extend the validity period of empanelment. Bank reserves the right to de-empanel any empanelled Vendor at any time during the said period at the discretion of the Bank. The applicant should have the capability to timely deliver, install, commission & maintain across DC/DR/NDR of the Bank located in different states of the country.

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

The RFP bid document should be submitted to the office of:

**Dy. General Manager**  
**Vendor Management Group, Information Technology Department**  
**IDBI Bank Limited,**  
**IDBI Annex Building, Plot No: 39-41,**  
**Sector 11, CBD Belapur,**  
**Navi Mumbai - 400614.**  
**Tel. No. 022 –6740 1738**  
**Email: [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in)**

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- The Bank reserves the right to change/modify the dates/terms & conditions without assigning any reasons, mentioned in this RFP document as per its requirement, which will be communicated to the Bidders through IDBI Bank's Website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank and will not be returned. The 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 E-Procurement Technologies Pvt. Ltd. (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 e-Tendering Portal (<https://eauction.auctiontiger.net/EPROC/>).

**DISCLAIMER**

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 document 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 document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document 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 document and where necessary obtain independent advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. 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 document 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 document 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 document.

The issue of this RFP document 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 or cancel the process 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

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 [www.idbibank.in](http://www.idbibank.in) (Notices and Tenders) for any changes / development in relation to this RFP and The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website as well as in Bank’s 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/22-23/36</b>
2	Date of commencement of Bidding process (Issue of RFP)	<b>September 26, 2022</b>
3	Last date and time for receipt of written queries/e-mail for clarification from Bidders	<b>October 03, 2022 up to 18:00 hours</b>
4	Online Pre-Bid meeting Date & Time.	<p><b>October 06, 2022 at 16:00 hours</b></p> <p>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.</p> <p><b>Company Name:</b>  <b>OEM:</b>  <b>Representative Name:</b>  <b>Designation:</b>  <b>Email ID:</b>  <b>Contact:</b></p>
5	Last Date & Time for Bid submission.	<p><b>October 18, 2022 up to 16:00 hours</b></p> <p>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>).</p> <p>Please refer the instructions to the bidders for online mode (<u>Annexure-15</u>).</p>
6	Date and Time for opening of Bid	<p><b>October 18, 2022 at 16:30 hours</b></p> <p>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>).</p>
7	Communication/Clarification	<p><b>IDBI Bank Limited,  IDBI Annex Building, Plot No: 39-41,  Sector 11, CBD Belapur,  Navi Mumbai - 400614.</b></p> <p><b>Queries:</b>  <b>Dy. General Manager</b>  <b>Vendor Management Group, Information Technology Department</b>  <b>Tel. No. 022 -6740 1738/022-6670 0737</b>  <b>Email: <a href="mailto:dgm.itvmg@idbi.co.in">dgm.itvmg@idbi.co.in</a></b></p>
9	Bid Fee	<b>Non Refundable fee of Rs.5,000/-[Rupees Five Thousand Only] + GST (Currently 18% GST)</b>
11	Submission of Bid Fee	Bid Fee must be deposited by the Bidder through <b>electronic mode (NEFT)</b> to <b>IDBI Bank's Current Account No. - 18337000010052, IFSC Code - IBKL0000183</b> at its branch

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

		<b>situated at Belapur, Mumbai 400614.</b> Bid not accompanied with Receipt on submission of Bid Fee will not be considered.
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**Note:**

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has **43** 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.

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

1.1. IDBI Bank Ltd (“IDBI Bank” / “the Bank”) is a Company incorporated and registered under Companies Act, 1956 (1 of 1956) and a Company within meaning of 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 L65190MH2004GOI148838 and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. 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**

2.1. The purpose of the RFP is to empanel Original Equipment Manufacturers (OEM) or their authorized Premium Business Partners (Vendors) for Supply of Servers & Storage Boxes for a period of three years starting from the date of issue of Letter of Intent by the Bank empanelling the Vendors. Bank reserves the right to shorten or extend the validity period of empanelment. Bank reserves the right to de-empanel any empanelled Vendor at any time during the said period at the discretion of the Bank.

2.2. Empanelment does not confer any rights on or guarantee to the Vendors to necessarily receive assignments/jobs. The allocation of requirement /assignments/jobs will be at the sole discretion of the Bank.

2.3. Bank will float LRFP/RFQ to the empanelled vendor during the empanelled period as per requirement. All the empanelled vendors have to respond the LRFP/RFQ. If empanelled vendors have not participated in the LRFP/RFQ at 2 instances then Bank can initiate the de-empanel process for those empanelled vendors.

**3. ELIGIBILITY CRITERIA**

3.1. All eligibility requirements mentioned in **Section-4 (Annexure-7)** should be complied by the Bidders as applicable and relevant supporting documents should be submitted for the fulfilment 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) (**Notices & Tenders**) 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 terms (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-9**. 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.

**4. PROCUREMENT UNDER THE EMPANELEMENT**

- 4.1. As per the terms of the empanelment, the Limited Request for Proposal (LRFP) / Request for Quotation (RFQ) would be sent only to the empanelled vendors seeking their Indicative Commercial bids for procurement of Servers/Storages proposed to be procured. The Commercial bidding/Evaluation in response to the LRFPs will be through an Online Reverse Auction (ORA) conducted by a Bank appointed Auction Agent. However, the Bank may, if found appropriate, call for firm commercial bids instead of indicative commercial bids & ORA.

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

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

**2. GENERAL INSTRUCTIONS**

2.1. If any information furnished by the Bidder is found to be incorrect at a later date, he shall be liable to be debarred from participating in any of the bidding process of the bank. The Bank reserves the right to verify the particulars furnished by the applicant independently.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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.

1.1. The bid response, duly addressed to Deputy General Manager, Vendor Management Group, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified and must be submitted in person to the IDBI Bank representative on or before the due. 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 initialled 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 & 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 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/LLP.
- 3.1.3. The Bidder shall sign the bid with the exact name of the firm / Company/LLP 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.

#### 6. DUE DILIGENCE

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

#### 7. BIDDING IN CONSORTIUM

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

**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. 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.

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

1.5. 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.

1.6. 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.

1.7. During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders 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.

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

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

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

2.4. Screening committee constituted by IDBI Bank for the purpose of Empanelment of the successful Bidder, would evaluate the Bids.

2.5. 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.

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

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

### 4. SIGNING OF CONTRACT

4.1. Bank will notify successful Bidder(s) in writing by letter in duplicate or email that its Bid has been accepted. The Selected Bidder(s) has/have to return the duplicate copy of the letter to the Bank within two working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

4.2. The empanelled bidder(s) shall be required to acknowledge the Letter of Intent (LOI) with acceptance, NDA, Indemnity (as per format given in the RFP). No changes / modifications shall be allowed / entertained in the formats / language of the said documents.

4.3. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and NDA should be submitted.

4.4. The NDA and Deed of Indemnity and other related documents would be signed/ executed at Mumbai within 15 days after acceptance of LOI by the vendor.

4.5. **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.**

4.6. 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.

### 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 at the sole desire of IDBI Bank by execution of the documents with the terms and conditions for such extension/renewal.



## 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 empanelled 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 empanelled 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-5 of RFP document.

### 4. INDEMNITY

- 4.1. All empanelled 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- 5**, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of Intellectual Property Rights including but not limited to patent, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. -
- 4.2. The provisions under this clause shall survive the termination of the Contract.

### 5. CONTRACT AMENDMENTS

- 5.1. 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.



**6. DISPUTE RESOLUTION**

6.1. 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.

6.2. 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.

6.3. 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.

6.4. The provision under this section survives the contract.

**7. ADDRESSES FOR NOTICES**

7.1. 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-ITD
In the case of the Bidder	<..... company name & Address ..... > ..... ..... <b>Attn:</b> Shri..... <b>Tel:</b> +91- ..... <b>Email:</b> .....

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

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

## 8. INFORMATION SECURITY

8.1. 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.

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

8.3. 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.

8.4. 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.

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

8.6. 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.

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

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

8.9. 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.

8.10. 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 6**.

## 9. CONFIDENTIALITY

9.1. 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:

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

9.1.2. 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;

9.1.3. 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

9.1.4. to treat Confidential Information as confidential until the Confidential Information no longer qualifies as Confidential or until the IDBI Bank sends the Successful Bidder a written notice releasing the successful bidder from its obligations under the Confidentiality.

9.2. 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:

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

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

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

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

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

9.2.6. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

9.3. 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.

9.4. 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.

9.5. 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.

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

## 10. FRAUD & CORRUPT PRACTICES

10.1. 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.

10.2. 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/RFQ 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.

10.3. 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.

## 11. CONFLICT OF INTEREST

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

## 12. PUBLICITY

12.1. 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.

## 13. NO ASSIGNMENT

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

#### 14. RELATIONSHIP BETWEEN THE PARTIES

14.1. 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 IDBI Bank and Successful Bidder.

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

14.3. IDBI Bank has no obligation to the Successful Bidder's except as agreed under the terms of the Contract.

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

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

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

#### 15. GOVERNING LAW

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

#### 16. JURISDICTION OF COURTS

16.1. The Contract shall be interpreted in accordance with the laws of the Union of 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.

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

Dear Sir,

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

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 Supply of Servers & Storages** 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.

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.

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.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2022

Sign

Name:

Designation:

(Company Seal)

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

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

(On Stamp Paper of relevant value and to be included in the Technical Bid)

### 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 \_\_\_\_\_ 2022

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

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



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

Dear Sir,

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions as mentioned in the said RFP/Bid Document floated by IDBI Bank Ltd. regarding **Empanelment of Vendors for Supply of Servers & Storages.**

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

Dear Sir,

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

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 declare and confirm that on award of the Contract/LOI, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

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

- xi. We hereby confirm that we will be able to provide delivery / services at all the branches/ offices of the Bank in India (PAN India).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

(Authorized Signature)

(Company Seal)

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

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

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

## 5. DEED OF INDEMNITY (ANNEXURE – 5)

(To be submitted by Empanelled Bidder on stamp paper of Rs. 500/-)

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty two 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) a company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

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

**WHEREAS**, Bank vide RFP No. IDBI-Bank/ITD/VMG/RFP/22-23/36 dated September 26, 2022 called for the bids for **Empanelment of vendors for Supply of Servers & Storages to the Bank** for the period of **Three** years from the date of issue of Letter of Intent and **Obligor stood as a successful bidder for the empanelment to provide services as particularly mentioned in Scope of Work of the RFP.**

**1) The Obligor has**

- a) the expertise, resources, infrastructure, qualified manpower and information technology resources to provide the Services and hereby represents and warrants that it shall provide the Services meeting global quality standards and standards prevalent in the industry internationally.
- b) 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;
- c) 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;
- d) 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;
- e) 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 the RFP 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, fraud, 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, penalties 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 or deficiency in Services and or otherwise in this regard.
4. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

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

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

## 6. NON –DISCLOSURE AGREEMENT (ANNEXURE – 6)

(To be submitted by the Empanelled Vendors On Rs.100/- stamp paper)

This Non-Disclosure Agreement entered into at \_\_\_this\_\_\_\_\_ day of \_\_\_\_\_Two  
Thousand Twenty Two.

**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) 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 constitution and 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**, the Bank called for the bids for **Empanelment of vendor for Supply of Servers & Storages to the Bank for the period of THREE years from the date of issue of Letter of Intent. M/s**

\_\_\_\_\_, after going through the Bid Documents and being interested to act as vendor and provide the services for product / service / solution as mentioned in the Bid Document for the 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 the Bank,

**NOW THEREFORE**, in consideration of the foregoing, the Vendor agrees to all of the following conditions, for the Bank, to grant the vendor specific access to the 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 Bank 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 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 the Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the Vendor 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 Vendor agrees that it shall hold in trust any Confidential Information received by it, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Vendor also agree and undertake to:

i. maintain and use the Confidential Information only for the purposes of the Contract

Signature of Bidder Representative

Duly authorized to sign

for and on behalf of the company.

Ref: IDBI-Bank/ITD/VMG/RFP/22-23/36

26-Sept- 2022

- and/or the Services and only as permitted herein;
- ii. make copies as specifically authorized by the prior written consent of the Bank 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 its employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to it in accordance with this clause; and
  - iv. treat Confidential Information as confidential for a period of Three(3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- 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 Vendor knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - ii. is independently developed by the Vendor breach of this Contract;
  - iii. is in 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 Bank.
- The Vendor shall has the burden of proving hereinabove are applicable to the information in the possession of it .
- c) Notwithstanding the foregoing, the Vendor acknowledge that the nature of the Services to be performed under this Contract may require the Vendor's personnel to be present on premises of the Bank or may require the Vendor's personnel to have access to computer networks and databases of the Bank while on or off premises of the Bank. It is understood that it would be impractical for the 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 the Bank that the Vendor's personnel, or agents acquire while on the Bank premises, or through access to the Bank computer systems or databases while on or off the Bank premises, shall be deemed Confidential Information.
- d) Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Contract, Confidential Information shall be returned to the Bank 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 the Bank in respect of the Confidential Information.
- e) In the event that the Vendor becomes legally compelled to disclose any Confidential Information, the Vendor shall give sufficient prior notice in writing to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. The Vendor shall not disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the Bank. 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:



## 7. INFORMATION SECURITY CERTIFICATE (ANNEXURE-7)

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

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

To  
Dy. General Manager  
Vendor Management 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 Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

This is to certify that–

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

## 8. ELIGIBILITY CRITERIA (ANNEXURE –8)

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

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

To  
Dy. General Manager  
Vendor Management 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 Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)
1.	The bidder must be an Indian firm/LLPs/ organization/ company registered under Companies Act 1956/2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office Or Firm. Registration certificate along with documents in respect of incorporation with full address of the firm.	Yes/No
2.	The Bidder can be an OEM or an Authorized/Registered Business partner/System Integrator. In case, both OEM (in individual capacity) and OEM with SI submitted the bids, the bid submitted by OEM (in individual capacity) will be considered. In case of Business partner (BP), an authority letter from their respective OEM, authorizing them to submit their RFP to the Bank, must be submitted. Any RFP from a business partner, without the authorization letter from their OEM, would be disqualified. The authorization letter from the OEM should indicate the category and assure to provide support / cover during the entire empanelment. No changes / modifications shall be allowed / entertained in the formats / language in the letters / undertakings in this regard.	Authorization letter certificate from OEM	Yes/No
3.	A bidder can bid for a maximum of two OEMs for Servers and two OEMs for Storages. An OEM can bid through a maximum of Four business partners only.	OEM Details Server: Storage:	Yes/No
4.	The Bidder should be operating in India, in this line	Copy of commencement of	Yes/No

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

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)
	of business since April 2017 or before.	business, to be submitted	
5.	The Bidder should have annual Turnover of at least Rs.50 crore in each of the preceding three Financial Years (FY 2019-20, 2020-21 and 2021-22).  For MSME, Bidder should have Annual turnover of Rs.25 crore in each of the preceding three Financial years (FY 2019-20, 2020-21 and 2021-22)	Copy of Audited Financial Sheet/Report of the last three financial years to be provided.	F.Y. 2019-20 F.Y. 2020-21 F.Y. 2021-22
6.	The Bidder should have positive Net worth in FY 2021-22 and in any two out of the last three preceding FYs (i.e.: FY2018-19, FY 2019-20, FY 2020-21)	Copy of Audited Financial Sheet/Report of the last three financial years to be provided.	F.Y.2018-19 F.Y.2019-20 F.Y.2020-21 F.Y.2021-22
7.	The OEM should have a valid ISO 14001:2015/ ISO 9001:2008/ISO 9001:2015 certifications for manufacturing facility from where the equipment will originate.	Current and valid certificate accompanied by latest audit surveillance report.	Yes/No
8.	The bidder should have valid ISO 9001:2008/ISO 9001:2015 certification	Copy of the current and valid certificate to be submitted	Yes/No
9.	The bidder should have successfully executed at least two (2) contracts for each of the categories during the last three financial years (i.e. 2019-2020, 2020-2021 and 2021-2022), for each OEM they are bidding with. Each Contract/PO should be of a value not less than Rs. 50 lakhs; and at least one Contract /PO should be from April 2021 till the date of RFP.	Documentary Proof of order/contract copy/customer credentials.	Yes/No
10.	For each contract (of those mentioned at point 9 above) .should be for having Supply, Installation and Commissioning of Servers / Storages.	Documentary evidence for installation /Sign off should be submitted	Yes/No
11.	The Bidder should be able to supply either Servers or Storages or both as per empanelment in the respective categories, based on the requirements of the Bank	Undertaking by the bidder to be submitted	Yes/No
12.	The Bidder should have direct support office in Mumbai.	Confirmation on Letter head containing support office address and contact details.	Yes/No
13.	The OEM and Business Partner (BP) should not have been blacklisted by any Govt. bodies / BFSI / PSU during the last three years.	BP - Annexure III OEM - Annexure XI	Yes/No
14.	OEM proposed for Storage should be positioned in Leaders Quadrant of 'Gartner's Magic Quadrant report- General Purpose Disk / Primary storage	Documentary evidence to be submitted	Yes/No

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

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)
	Arrays in all reports of last 3 years.		
15.	<p>Micro and Small Enterprises (MSEs): Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible.*MSEs meeting all the eligibility criteria laid down in this RFP will be eligible to bid for this RFP.</p> <p>For eligible bidders, exemption will be provided, Only for Cost of the Bid Document, as per GoI norms and Turnover as mentioned above at Sr. No.4</p>	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
16.	<p>In terms of Notification No. F.No.6/18/2019-PDD dated July 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 company’s letter head, as indicated on Annexure III at Page 11 of the Notification No. F.No.6/18/2019-PDD dated July 23, 2020 issued by Public Procurement Division of Department of Expenditure, Ministry of Finance.</p>	Yes/No

Date: –

Place: -

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

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

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

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

**Note: All the above documents should be labelled and in core logic order.**

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

## 9. BIDDER PROFILE (ANNEXURE – 9)

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

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

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

Dear Sir,

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

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

## 10. FORMAT OF PRE- BID QUERIES (ANNEXURE-10)

**(To be submitted in excel file format at email address mentioned in the Schedule of events)**

Reference: RFP for Empanelment vendors for supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/++ : May ++, 2022)

**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				

**11. LIST OF DOCUMENT TO BE SUBMITTED IN RESPONSE TO RFP (ANNEXURE-11)**

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

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

S.N.	Documents to be submitted	Supporting Documents	Submitted ( Yes / No)
1.	Copy of NEFT receipt/UTR No. (Bid Cost).	<ul style="list-style-type: none"> <li>• Bid document fee</li> <li>• MSME Certificate / NSIC / Other Supporting document for waiver for Bid Fee</li> </ul>	Yes / No
2.	Technical Bid form	<ul style="list-style-type: none"> <li>• Annexure -1</li> </ul>	
3.	Unconditional Acceptance of Terms and Conditions of RFP	<ul style="list-style-type: none"> <li>• As per Annexure-3</li> </ul>	Yes/No
4.	Self –Declaration by bidder	<ul style="list-style-type: none"> <li>• As per Annexure-4</li> </ul>	Yes/No
5.	Information Security Certificate	<ul style="list-style-type: none"> <li>• As per Annexure-7</li> </ul>	Yes/No
6.	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> <li>• As per Annexure-8</li> </ul>	Yes / No
7.	Self-Declarations by OEM	<ul style="list-style-type: none"> <li>• As per Annexure-12</li> </ul>	
8.	Undertaking from OEM(MAF)	<ul style="list-style-type: none"> <li>• As per Annexure-13</li> </ul>	Yes / No
9.	OEM details	<ul style="list-style-type: none"> <li>• As per annexure-14</li> </ul>	
10.	Bidder's Profile	<ul style="list-style-type: none"> <li>• As per Annexure-9</li> <li>• Incorporation Certificate</li> <li>• GST</li> <li>• PAN</li> </ul>	Yes / No
11.	Authorization for signing of RFP Document (Certified true copy of Board Resolution alongwith POA (as per format given in the tender) , if authorised signatory name is not mentioned in the Board Resolution and if authorised person sub delegates his authority to other person if stated in the 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
12.	Signed Copy of RFP, Bank's Response to pre-Bid queries, Addendum and Corrigendum (if any)	<ul style="list-style-type: none"> <li>• Signed copy of RFP(all the pages to be signed and stamped) to be submitted</li> <li>• Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted</li> </ul>	Yes / No

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

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

## 12. SELF-DECLARATIONS BY OEM (ANNEXURE 12)

**(Self-Declaration to be submitted by an OEM on its Letter Head)**

Date:

To

Dy. General Manager  
Vendor Management 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 Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

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

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.

There is 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.

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.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:



## 13. UNDERTAKING FROM OEM (MAF) (ANNEXURE-13)

**(To be submitted on Company (OEM's) letterhead)**

Date:

To  
Dy. General Manager  
Vendor Management 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 Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

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

## 14. OEM DETAILS. (ANNEXURE-14)

**(To be provided on the letter head of the Bidder- Distinct Annexure to be provided for each OEM.)**

**Reference: RFP for Empanelment of Vendors for Supply of Servers & Storages  
(Ref No: IDBI-Bank/ITD/VMG/RFP/22-23/36 :September 26, 2022)**

Name of the Bidder:		
Name of the OEM:		
Sl. No.	Details	To be furnished by the Bidder
1	Name of the Bidder	
2	Name of the OEM	
3	Product proposed ( Specify )	( Specify Server and / or storage)
4	Address of the OEM (Regd. Office)	
5	OEM's Correspondence Address at Mumbai with contact person name, telephone number mobile number etc.	
	OEM's Turnover (Rs. In Crores)	2019-2020 : 2020-2021 : 2021-2022 :
	OEM's Net Worth (Rs. In Crores)	2019-2020 : 2020-2021 : 2021-2022 :
9	ISO 14001:2004 Certified (Attach a copy)	Yes / No
10	ISO 9001:2008 Certified (Attach a copy)	Yes / No
11	Manufacturers Authorization Form for Business Partner submitted. ( Submit original)	Yes / No
12	24 X 7 technical assistance Center available	Yes / No
13	Blacklisting Undertaking (as per Annexure –11 on the letter head of OEM) submitted	Yes / No

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Signature of Bidder 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: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895  
Primary Contact Numbers:- M:- 9081000427/ 09904406300  
E-mail ID: [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), [nikhil@eptl.in](mailto:nikhil@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 \*\*\*\*\*