

# **Request for Proposal (RFP) for Engagement of Firm for Manpower Background Verification**

*REF No:IDBI Bank/HRD/Recruitment/RFP/2021-22/01,November 10, 2021*



**IDBI Bank Limited,  
Human Resources Department  
IDBI Tower, WTC, 21st Floor,  
Cuffe Parade, Mumbai 400005**

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### Document Control Sheet

Sr.No	Particulars	Time / Date / Other Details
1	<b>RFP Reference</b>	<b>IDBI Bank/HRD/Recruitment /RFP/2021-22/01</b>
2	Date of commencement of Bidding process (Issue of RFP)	<b>November 10, 2021</b>
3	Last date and time for receipt of written queries/e-mail for clarification from Bidders	<b>November 17, 2021 up to 18:00 hours</b>
4	Pre-Bid meeting Date & Time.	<b>November 24, 2021 at 11:00 Hours (To be held virtually)</b>
5	Last Date & Time for Bid submission.	<b>December 01, 2021 up to 15:30 hours</b>
6	Schedule for Opening of Techno Financial Bids (To be held virtually)	<p><b>December 08, 2021 - 11:00 hours (May be extended by 1-2 days if number of bids are on a higher side)</b></p> <p>Bids will be opened virtually in the virtual presence of any or all of the Bidder's representatives and results shall be suitably communicated as appropriate to the selected bidder</p> <p>Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two authorized representatives from each bidder will be allowed to participate.</p> <p><b>Company Name:</b>  <b>Representative Name:</b>  <b>Designation:</b>  <b>Email ID:</b>  <b>Contact:</b></p>
7	Place of opening of Bids / Pre – bid meeting / Communication	<p>21st Floor, IDBI Bank Limited, IDBI Tower, World Trade Centre Complex, Cuffe Parade Mumbai - 400005. Tel. No. 022 – 66194320</p> <p>Email: <a href="mailto:us.sachdev@idbi.co.in">us.sachdev@idbi.co.in</a> / <a href="mailto:navneet.jaiswal@idbi.co.in">navneet.jaiswal@idbi.co.in</a></p>

8	Bid Fee	<b>Non Refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) + Applicable GST</b>
9	Submission of Bid Fee	Bid Fee, including the applicable GST, must be deposited by the bidder through a Demand Draft/Pay order / Bankers Cheque drawn in favor of “IDBI Bank Limited”. Bid not accompanied with the requisite bid fee will not be considered.
10	Performance Bank Guarantee	Performance Bank Guarantee (BG) of Rs. 5.00 lakh for the period of 3 years (excluding claim period of 1 year) shall be submitted to IDBI Bank as a compensation for any business loss due to failure or non-performance in providing services as per the agreed terms, any loss or damage resulting from back ground verification or the entity / firm / company’s failure to complete its expected obligation. The BG needs to be from any Nationalized Bank Only.

## Note:-

1. This Bid document is the property of the Bank & is not transferable.
2. This bid document has **78 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.
5. Registered MSEs shall be exempted from payment of bid fee. Suitable documents viz., MSE registered certificate, duly verified Udyog Aadhaar details etc need to be submitted as appropriate for verification.
6. Claim Period denotes contract period plus 1 year. Contract period of 3 years plus 1 year claim period.

## INVITATION TO BID

In order to ensure timely and accurate background verification or antecedents checks of candidates recruited / appointed / employed / hired, etc., in IDBI Bank Limited, a Company incorporate and registered under Companies Act, 1956 (1 of 1956) and a Company within the meaning of Section 2(20) of Companies Act, 2013 (18 of 2013) and a Banking Company under Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its Head Office, IDBI Towers World Trade Center Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as “**IDBI Bank**”/ “**the Bank**”) proposes to invite Request For Proposal (“**RFP**”) tenders from established entities (hereinafter referred to as “**Bidder**”) who are capable and willing to provide suitable Background Verification services as required within the given timelines in an efficient, seamless and secure manner and as per details listed out in this document.

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

The RFP bid document should be submitted to the following address:

**Shri Umesh Sachdev, DGM**  
**Human Resources Department**  
**21st Floor, IDBI Bank Limited, IDBI Tower,**  
**World Trade Centre Complex, Cuffe Parade**  
**Mumbai - 400005.**

- Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Bid Fee as specified in the Bid document.
- 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.

**Note: - Successful bidder is also required to submit a Performance Bank Guarantee of Rs. 5.00 Lakh for 3 years excluding claim period of 1 year subsequently.**

**DISCLAIMER**

This RFP document has been prepared solely for the purpose of enabling IDBI Bank to appoint a suitable Firm / entity, capable and willing to provide Background Verification services for the Manpower/personnel employed with the Bank from time to time or as and when desired by the Bank.

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

This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever 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. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank ([www.idbibank.in](http://www.idbibank.in)). Any information contained in this RFP 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 successful Bidder.

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



The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP or cancel the entire process 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) for any changes / developments in relation to this RFP.**

## Section I

### 1) Introduction

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

### 2) Purpose

This RFP is issued by IDBI Bank for inviting comprehensive proposals from competent bidders to communicate their qualifications and specifications for identifying and selecting a suitable entity/ firm / bidder who shall be able to provide seamless, secure, timely and accurate Background verification services for the employees/personnel of the Bank as per the requirements / specifications, terms and conditions and scope of work defined in this and other annexed documents of this RFP.

2.1 Based on the review and evaluation of proposals offered in response to this RFP, the Bank may, at its sole discretion, shortlist for the purpose of outsourcing the work of Background verification of employees / personnel of the Bank. Notwithstanding any other provisions herein, Bidder’s participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in the Bank’s decision to award the contract to the successful Bidder. The Bank reserves the right to accept or reject any or all bids for any reason at any time without assigning any reason whatsoever. The Bank also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

2.2 Cost of RFP is non-refundable fee of INR 10,000/- (Rupees Ten thousand only) plus GST as applicable. The prescribed amount towards the cost of the RFP should be paid by the Bidder along with the submission of the Bid response by way of demand draft or banker’s cheque or pay order in favour of ‘IDBI Bank Limited’ payable at Mumbai and same must accompany the technical bid. The said Bid not accompanied with Bid Fee will not be considered. The Cost of RFP / Bid fee is non-refundable. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

*Note: Registered MSEs shall be exempted from payment of bid fee. Suitable documents viz., MSE registration certificate, duly verified Udyog Aadhaar details etc need to be submitted as appropriate for verification.*

### 3) **Qualification Criteria**

3.1. The bidder should be based in India or have presence in India i.e., must have registered office in India. The Bidder can be a sole proprietor or a partnership firm or LLP or a company (duly incorporated as per Companies Act) having its registered office in India.

3.2. The bidder should have been engaged in the business of providing background checks for employment screening service preferably in a Financial Institute/ Public Sector or Private Bank OR Public Sector Undertaking/Large Private organization, for a minimum of three (3) calendar years within the last five (5) calendar years. In view of the critical nature of the task, Bank regrets of not being able to consider the bids from Start-up businesses for this RFP. A start-up business is defined as a new company that has no reasonable previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

3.3. The bidder should have made net profit in at least three of the previous five financial year's i.e. 2016-17, 2017-18, 2018-19, 2019-2020 and 2020-21. The Bidder is required to submit his/its audited balance sheets for last 5(five) financial years along with CA certified Financial Year wise net profit details.

3.4. The Bidder shall give a self-declaration that (a) the Bidder is solvent; (b) there is no vigilance and / or court case pending against the Bidder; (c) no inquiry or investigation is pending against the Bidder from any statutory regulatory and / or investigation agency; (d) the Bidder has not been blacklisted by any Private Body/ Government body/ Public/Private Sector Bank / Cooperative Bank / PSU in the last five years and (e) the Bidder has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the bid.

*Note: Bidder must comply with all the above mentioned criteria as specified above. Certified Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify / evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the bid/offer ab intio. Bids received from a consortium of bidders will be summarily rejected and bidding in consortium is not allowed for this procurement.*

3.5 The Bidder is expected to examine all instructions, forms, terms and conditions in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after

careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information as required in this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at Bidder's own risk and may result in rejection of the Bid and for which IDBI Bank shall not be held responsible.

### 3.6 **Amendment of RFP document**

- a) IDBI Bank reserves the right, in its sole discretion, of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.
- b) At any time before the deadline for submission of Bids / offers, IDBI Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify/ cancel this RFP Document and all such modifications / cancellation of RFP shall be binding on the Bidders.
- c) All prospective Bidders who have received this RFP document will not be notified about amendments, if any, in writing through e-mail/fax/ post and they should visit regularly visit [www.idbibank.in](http://www.idbibank.in) for any changes/ amendments which shall also be binding on them.
- d) If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, IDBI Bank at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 15 days. However, no request from the Bidder, shall be binding on IDBI Bank for the same. IDBI Bank's decision in this regard shall be final, conclusive and binding on all the Bidders.
- e) Any attempt by the Bidders to visit or meet or contact IDBI Bank officials in connection with or incidental to the Bid process, shall be construed by the IDBI Bank as an unlawful attempt by the prospective Bidder, to influence the Bid process and may invite disqualification from bidding. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or as and when called by IDBI Bank.

## 4) **General Instructions**

4.1 The bid consists of two parts namely, Technical Bid and Financial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and

"Financial Bid". Since the bids shall be evaluated based on Techno-Commercial factor, both the bids shall be opened by the Bank.

4.1.1. An evaluation committee constituted by the Bank for the purpose of selection of the successful bidder will evaluate the proposals. The bidders shall be required to make a presentation of around 30 minutes duration only through virtual/ video conferencing mode ( to be decided subsequently) to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. Bidders shall not contact any members of the evaluation team. The broad evaluation criteria for evaluating the bids is as under :

<i>Criteria</i>	<i>Weightage Assigned</i>
Bidders Qualification/ Experience/ Supporting references / Client base and understanding of the task	10%
Proposed Solution Offered (Automation/ data collection/ data transmission/ communications/ reports/ TAT / Secrecy etc.)/Nature of responses against <b>Annexure VI.</b>	40%
Financial bid / Pricing	50%

Technical Valuation Matrix			Commercial Valuation Matrix					
<i>Bidders Qualification / Experience/ Supporting references / Client base and understanding of the task</i>	<i>Presentation for Solution Offered (Automation/ data collection/ data transmission/ communications/ reports/ TAT / Secrecy etc.)/ Annexure VI responses</i>	<i>Total Marks Obtained in Technical Evaluation (A)</i>	<i>Total commercial cost quoted (EC)</i>	<i>Lowest Estimated Cost (LEC)</i>	<i>LEC/ EC</i>	<i>Total Marks out of 100</i>	<i>Total Marks Obtained (B)</i>	<i>Final Score</i>
Max Marks- 10	Max Marks- 40	Max Marks 50					Max Marks- 50	Max Marks - 100
						If LEC/E C=1 , THEN 100	=(.5) * Total Marks out of 100	A+B

The decision of the Bank committee shall be final and binding on all the bidders.

**4.2** All the bids, duly addressed to Shri Umesh S. Sachdev , DGM , IDBI Bank Limited and must be either submitted in person (in a designated box kept at the undernoted address) or sent vide courier/registered post so as to reach at the following address by or before the due date:

***21st floor, IDBI Bank Limited  
IDBI Tower, WTC Complex,  
Cuffe Parade,  
Mumbai - 400 005.***

**4.3** IDBI Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

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

**4.5** Bank reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder.

**4.6** Interested Bidders may obtain further information from Shri Umesh S. Sachdev, DGM, IDBI Bank Ltd, 21st floor, IDBI Bank Limited, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005, Phone No. 022-6655 2103 between 10.00 hrs to 18.00 hrs on working days or vide email to [us.sachdev@idbi.co.in](mailto:us.sachdev@idbi.co.in)

**4.7** Modification to the Bid Documents, if any, will not be made available vide e-mail/ fax/ post & prospective bidders should visit regularly visit [www.idbibank.in](http://www.idbibank.in) for further details.

**4.8** The Bid Documents may be downloaded from Bank's website [www.idbibank.in](http://www.idbibank.in) & submitted to the above mention office address.

**4.9** If a holiday is declared on any of the dates mentioned above, the bids shall be received /opened on the next working day at the same timings specified above.

**4.10** Successful bidder would sign the Agreement with Bank at Mumbai only.

**4.11** Bidder will need to ensure timely completion of project within stipulated and agreed timeframe. To complete the work Bidder officials may have to visit the Bank multiple times, if required, at no extra cost to the Bank.

**4.12** Each bidder shall submit only one proposal. Consortium Bidding is not permitted.

**4.13** Quotation shall remain valid for a period of 180 days from date of submission of Commercial Bid.

**4.14** Prices quoted should be exclusive of GST / Statutory levies excise duty/ Sales tax and any other charges.

**4.15** The price quoted is to be written in words as well as figures and in case of discrepancies between prices written in words and prices written in figures, the prices written in words shall be considered to be correct.

**4.16** All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

**4.17** IDBI Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

**4.18** The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the award of contract without assigning any reasons whatsoever.

**4.19** IDBI Bank reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.

## **5) Payment Terms**

Payments shall be made to the successful bidder on submission of the invoice on the 10th working day of the month along with all supporting documents i.e., type of verification carried out etc. Bank shall make the payments for undisputed invoices within 30 days from date of receipt of invoice.

### **Notes:**

a) Payment shall be released either through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT) or Real Time Gross Settlement (RTGS). Successful bidder to provide ECS/RTGS mandate form in advance to facilitate payment.

b) Bank, as per the provisions of the Income Tax Act, shall make GST/ Income Tax deductions, as applicable, at source and as per prevailing tax rules for the rendered services.

c) The proposed contract shall be initially for a period of 3 years from the date of signing of the relevant agreement and can be terminated by either party as per the modalities as indicated in this RFP.

d) Pricing against each type of services as required by the Bank and enumerated in this RFP shall remain the same for the three years of contract.

## **Section II**

### **Procedure for Submission of Bids**

#### **1) General:**

**1.1.** One Copy of sealed Technical Bid & One Copy of the sealed Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes.

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

- Type of Offer (Technical or Commercial)
- Reference Number (IDBI – RFP No.)
- Due Date
- Name of Bidder
- Name of the Authorised Person

**1.3.** All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.

**1.4. ENVELOPE-I (Technical bid):** The Technical bid should be complete in all respects and contain all information asked for viz., basic eligibility checks, **Annexure VI** of this RFP and any other information that the bidder might want to furnish along with necessary documents, as deem appropriate. The Technical bid should not contain any price information. The TECHNICAL BID should be complete and should be submitted in the specified format only.

**1.5. ENVELOPE-II (Commercial bid):** The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The COMMERCIAL Bid should be submitted in specified format only.

**1.6.** The prices quoted in the commercial bid should be without any conditions.

**1.7.** Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outrightly.

#### **2) Documents to be submitted along with the Bid:**

- 2.1.** Technical Bid – Separate Envelope,
- 2.2.** Financial Bid Format – Separate Envelope,
- 2.3.** Unconditional Acceptance of Terms and Conditions,
- 2.4.** Fulfilment of Eligibility Criteria and supporting documents,
- 2.5.** No vigilance/black listing/court case / Solvency declaration,



- 2.6. Certified true copy of Board Resolution duly passed, in case of a company, towards authorizing the signatory to sign all documents in respect of RFP including the Financial bid,
- 2.7. Certified copy of Partnership Deed, preferably registered (If Partnership entity),
- 2.8. Certified copy of LLP agreement and Certificate of incorporation issued by Registrar of Companies (If Limited Liability Partnership, LLP),
- 2.9. CA Certified financial statements as required and Balance Sheet for past 5 years.
- 2.10. Any other requisite document, as required.

**The above details are MANDATORY, without which the Bids shall be rejected**

**Note:**

- Before bidding, the Bidders are requested to carefully examine the Bid Document 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 Document they should forthwith refer the matter to Bank for necessary clarifications and / or confirmation.
- The Bidder shall complete in all respects, form(s) annexed to the Bid Document, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Document.
- 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.
- The bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.
- The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering

letter, in the absence of which it shall be rejected. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

- The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Visits (if any) to Bank's office and overnight stays (if any) for discussions, etc., shall be borne by the Bidder. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
- Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.
- The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.
- The Bidder cannot quote for the project / services in part. Accordingly, consortium bidding shall not be allowed.
- 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.
- The Bidder shall prepare the bid based on details provided in the Bid document.

### **3) Bid Evaluation Criteria**

- 3.1 The Bidders 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 in this regard shall be final, conclusive and binding on the Bidders.

- 3.2 The Financial and Technical Bid shall be opened simultaneously.
- 3.3 L1 Bidder will be arrived at by considering the lowest bidder of the services as per the Techno-Commercial criteria as laid down in this RFP and keeping in view the interests of the Bank.
- 3.4 To meet Bank's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience and expertise in conducting Manpower Background Verification.

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

#### **4) Clarification of Bid Document**

4.1 Any prospective Bidder requiring clarification of the Bid Document may notify Bank in writing at the mailing address as indicated in Section I. Bank will not respond in writing, to any request for clarification of the Bid Document. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website ([www.idbibank.in](http://www.idbibank.in)).

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

#### **5) Language of Bids**

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

#### **6) Bid prices:**

6.1 The Bidder shall indicate price for each service rendered and total Bid Prices of the services, it proposes to provide under the Contract. This should be incorporated in financial bid.

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

6.3 Prices quoted should be exclusive of GST / Statutory levies excise duty/ Sales tax and any other charges, as per prevailing rates.

6.4 The prices quoted should be valid for the period of 180 days from the date of award of the contract.

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

6.6 Bidder shall carry out the project / services strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document and to complete the Work as per schedule.

#### **7) Firm Prices**

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

#### **8) Bidder Qualification**

8.1 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.

8.2 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.

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

8.4 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.

8.5 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.

Only those bidders who commit themselves to the Integrity Pact with IDBI Bank shall be considered competent for participating in the bidding process.

#### **9) Period of Validity of Bids**

9.1 Bids should be valid for 180 (one hundred and eighty) days from the last date of submission. A bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

9.2 In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

#### **10) Format and Signing of Bid**

10.1 The Bidder shall submit Only One Original set of the bid.

10.2 The original bid shall be typed or written legibly. The original shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

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

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

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

10.6 The Bidders shall seal and mark the Bid accordingly.

10.7 If the outer cover of the bid is not sealed and marked appropriately, Bank will assume no responsibility for the bid's misplacement or premature opening.

#### **11) Last Date for Receipt of Bids**

11.1 Bids will be received by Bank on **November 30, 2021** to DGM, Recruitment Section, Human Resource Department, 21<sup>st</sup> Floor, IDBI Bank Ltd., World Trade Centre, IDBI Tower, Cuffe Parade, Colaba, Mumbai. PIN – 400005.

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

## **12) Late Bids**

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

## **13) Modification and Withdrawal of Bids**

13.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of bids.

13.2 The Bidder should submit its modified bid in wholesome as a replacement of its previous bid.

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

13.4 No bid may be modified subsequent to the last date for receipt of bids.

13.5 No bid may be withdrawn in the intervening period between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

## **14) Address for Correspondence**

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

## **15) Opening of Bids**

15.1 On the basis of information furnished in the Technical Bid with regards to the basic eligibility criteria as laid down in this RFP, Bidders will be qualified and shortlisted. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

15.2 Only technically qualified (shortlisted) Bidders will be allowed to participate further and bids shall be further scrutinized based on Techno-Commercial bid criteria as laid down in this RFP.

15.3 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite details as Bank, at its discretion, may consider appropriate or deem fit will be announced at the bid opening.

**16) Clarifications**

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

**17) Preliminary Examination**

17.1 Bank will examine the bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether Bid Documents have been properly signed, and whether the bids are generally in order.

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

17.3 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.

17.4 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.

**18) Contacting Bank**

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

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

**19) Post Qualification**

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

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

19.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the bid, in which event; Bank will proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

## **20) Financial Bidding Process**

The sealed envelopes containing the Financial Bid / commercial rates shall be opened by the committee of officials appointed by the IDBI Bank in this behalf.

Bank shall not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part. IDBI Bank also reserves the right to re-issue / re-commence the Quotation process. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the Bidders.

## **21) Disqualification**

The Bank may at its sole discretion and at any time, disqualify any Bidder, under the following circumstances:

- The Bidder has made any misleading or false representation in the statements and attachments submitted in or along with the RFP;
- The bidder has exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects/assignments or financial failures, etc. in any project/assignment in the preceding 5 (five) years;
- The bidder has submitted a proposal that is not accompanied by required documents or is non-responsive;
- The bidder has failed to provide clarifications related thereto, when sought;
- The bidder has been blacklisted by any Private/ Central/State government/Public Sector Undertaking/autonomous organisation under Central/State government.
- The bidder has submitted more than one Proposal (without withdrawing previous proposals).
- Any form of canvassing or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- Any other condition as the Bank may deem fit for disqualification.



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

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

**23) Acceptance of Bid**

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

**24) Signing of Contract**

24.1 After Bank notifies the successful Bidder that its bid has been accepted; the Bidder should sign the Agreement / Contract Form, Non-Disclosure Agreement (NDA), Deed of Indemnity and Pre Contract Integrity Pact as given in Section V in documents would be signed in Mumbai only and would be subject to Courts under Mumbai Jurisdiction.

24.2 The successful Bidder shall sign the Agreement / Contract Form at Mumbai within 30 days of receipt of notification of award of contract.

**25) Implementation of Integrity Pact in IDBI Bank**

Complying with CVC guidelines, on adoption and implementation of standard operating procedure for ensuring transparency, equity and competitiveness in public procurement system, Integrity Pact (IP) has been implemented in IDBI Bank. Accordingly, IP envisages an agreement between the prospective vendors / bidders and the Buyer (IDBI Bank), as per Appendix -I, committing the persons/officials of both sides not to resort any corrupt practice in any aspect, stage of the contract.

Bank has appointed two Independent External Monitors (IEMs) for Implementation of the pact. In case any bidder wants to arise a dispute / complaint, if any, in relation to this RFP, the contact details of the IEMs can be provided on specific request. The IEMs will examine all such complaints received at their end.

**26) Proposal Presentation**

This section defines the proposal preparation and submission procedures, which are to be followed by all Bidders. Bidders are cautioned to carefully read and follow the procedures required by this RFP. Please note that deviations may be cause for rejection of your proposal.

### **Section III**

#### **Terms & Conditions of Contract**

##### **1) Definitions**

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

1. "The Contract" means the agreement entered into between Bank and the successful Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions
2. "Bank" means IDBI Bank Ltd. including its successors and assigns.
3. "Entity" means any person/ firm / company, to which the work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives, successors and permitted assignees.
4. "The Contract Price" means the price/compensation payable to the Entity under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
5. "Service(s)" means all the services, which the Entity is required to provide under and in accordance with the Contract.
6. "Service Period" means "Contract Period" the period of 3 (three) year commencing from the date of execution of this Contract.
7. "Acceptance of Bid" means the letter/fax or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
8. "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
9. "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) Information relating to the Bank's employees / personnel, such as bio-data, personal, education, professional, financial information, etc.;
- (vi) All such other information which by its nature or the circumstances of its disclosure is confidential.

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

11. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

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

**13. "Integrity Pact" means an agreement between the prospective vendors/bidders and IDBI Bank (in the form set out in Annexure XIII), committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of contract.**

14. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.

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

In case of a difference of opinion on the part of the Entity in comprehending or interpreting any clause the Contract, the interpretation by Bank and the decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

## **2) Interpretation**

In this Contract unless a contrary intention is evident:

- i. The clause headings are for convenient reference(s) only and do not form part of this Contract;
- ii. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

- iii. 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;
- iv. A word in the singular includes the plural and a word in the plural includes the singular;
- v. A word importing a gender includes any other gender;
- vi. A reference to a person includes a partnership and a body corporate;
- vii. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- viii. 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;
- ix. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of the Bank.

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) Condition Precedent**

This Contract is subject to the fulfilment of the following conditions precedent by the bidder.

- Obtaining of all statutory, regulatory and other permissions, approvals, consents and no-objections required under the extant applicable laws for the performance of the Services under and in accordance with this Contract.
- Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the bidder.
- Furnishing of such other documents as the Bank may specify.

### **4) Scope of Work**

**4.1** This RFP is a request for proposal to provide the following verification services for Manpower/personnel employed with IDBI Bank:

- Educational Qualification Verification (National and International),
- Criminal History verification/Police Clearances (Immediate Submission of Original Police Verification Certificate to Bank),
- Previous employment verification (incl Experience Tenure/ Salary drawn etc.),
- Address history checks,

- Referral Checks,
- Any other special or specific screening not enumerated above but required on case to case basis.

**4.2** The bidder selected shall be the most advantageous regarding price, quality of service, and the Vendor's qualifications and capabilities to provide the specified services or any special/specific and related services to the satisfaction of IDBI Bank.

**4.3** The bidder shall provide the specified service requirements in accordance with all the state laws and/or central laws and/or local applicable laws, standards and regulations necessary to perform the services.

## **5. Requirements**

**5.1** Bidder shall be able to provide a secure user friendly website using encryption and authentication standards to protect the confidentiality of data submitted and retrieved. The website should incorporate a mechanism for detecting any alterations in transit to ensure safe transmission of confidential personal information. The website should be available 24 by 7.

**5.2** Bidder shall be able to provide an interface that will allow designated IDBI Bank representatives to create User IDs to access the system for retrieving the reports / data seamlessly. The Bidder should be able to demonstrate sufficient Information Security controls in place, as prescribed by any of current clientele being serviced by them pref Banks/Financial Institutes, to ensure maximum security and protection of the submitted/captured Data.

**5.3** The data retrieval and submission System must be fully automated to enable submission of requests and authorization online. Emails, communications and authorization must be customizable as per need of the Bank. Bidder shall be asked to demonstrate the online process as a part of Techno – Commercial Assessment.

**5.4** Bidder shall provide the average and maximum turnaround time, in days, for background check results (*post indenting of requisite checks by the Bank*) and submission of appropriate report. IDBI Bank expectation is **maximum 10 working days** for national background checks and not more **than 15 working days** for International background checks. All required reports must be available electronically via e-mail and/or via a dedicated and secure encrypted URL link , to designated IDBI Bank officials. Original Police Verification reports duly signed by the concerned police station and duly signed hard copies of all the reports (by an authorized bidder representative), must reach the following address within **20 days (in**

case of National Background checks) or 25 days (in case of International Background checks) from the date of requisition:

*“Recruitment Section, Human Resources, IDBI Bank Ltd, 21<sup>st</sup> Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005”*

**5.5** In view of the criticality of the nature of documents bidder shall ensure that requisite background verification related records are secured (electronically and/or physically) retained and readily made available electronically/physically and perpetually even after termination of this contract either on the designated portal or vide e mail to designated IDBI Bank officials

### **5.6 Reporting Requirements:**

Reports provided must incorporate (*but not limited to*) the following:

<i>S No</i>	<i>Background Search</i>	<i>Suggested Checks ( Any / All)</i>
i)	Educational Qualification Verification (National and International)	High school, university or other educational institution. Bonafide check of degree(s) earned, marks sheet submitted. Address of the institute. Verification of accreditation of university or other educational institution. Any other check as required or as deemed required by the Bank or the bidder.
ii)	Criminal History verification/Police Clearances (Checks to be carried in Permanent Address/Correspondence Address / Last location served (if gainfully employed) ) (Submission of Original Police Verification Certificate to Bank through courier).	Jurisdictions searched Type of records checked Time period (date range) covered in search for each type of record Case number, name and date of offence and its disposition ( if any) Any active warrants Any other check as required or as deemed required by the Bank or the bidder
iii)	Past Address History	All past addresses for at least five (5) years
iv)	Employment Verifications	Name, address and telephone number of company Dates of employment Title and position (last served) Salary ( last drawn) Circumstances of exit ( termination or resignation or Voluntary Retirement) Name and title of person verifying information

		Any other check as required or as deemed required by the Bank or the bidder
v)	Referral Checks	-Validity of the references provided -Feedback about the employee -Any other inputs that the referee may like to provide.
vi)	Other	Any other special or specific screening not enumerated above but required on a case to case basis

#### 6) Standard of Performance

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

#### 7) Payment terms

The Bank hereby agrees and covenants to pay the bidder in consideration of the rendering of the Services, the Contract price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed in **Clause 5** of Section I of the Bid document.

#### 8) Use of Contract Documents and Information

8.1 The bidder shall treat all documents, information, data of the Bank and communication with the Bank as privileged and confidential. The bidder shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section IV. The bidder shall execute Non-Disclosure Agreement as well as the Pre-Contract Integrity Pact simultaneously at the time of execution of the Contract. The bidder shall not, without Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information 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.

8.2 The bidder shall not, without Bank's prior written consent, make use of any document, data or information etc., enumerated in the Bid Document save and except for due performance and observance of the Contract.

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

The provision of this clause shall survive the termination of the Contract.

#### **9) Intellectual Property Rights and Patent Rights**

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

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



infringement of any Intellectual Property Rights by the bidder during the course of performance of the Services.

#### **10) Indemnity**

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

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

#### **11) Change /Alteration/Variations**

11.1 The bidder agrees that the requirements given in the Bid Document are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the bidder to meet all the requirements of the Bid Document during execution of the work.

11.2 Purchaser may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in the Services to be provided by the Bidder.

11.3 Any change shall be duly approved by the Bank (including any modification/change in the Contract Price) in writing.

11.4 If there is a difference of opinion between the bidder and the Bank whether a particular work or part of the work constitutes a change or not, the decision of the Bank shall be final, conclusive and binding on the bidder.

#### **12) Contract Amendments**

No variation in or modification of the terms of the Contract shall be made, except by written amendment signed by both the Parties.

**13) Delays in the Bidder's performance**

13.1 The Services shall be rendered by the bidder in accordance with the Completion Schedule as prescribed in Clause 5 of the Contract.

13.2 If at any time during performance of the Contract, the bidder shall encounter conditions / situations impeding timely rendering of the Services, the bidder shall promptly notify Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. As soon as practicable, after receipt of the bidders notice, the Bank shall evaluate the condition/ situation, and consider, extending the bidders time for performance, with or without damages, in which case, the extension shall be ratified by the parties by written amendment of the Contract.

13.3 Except as provided in the above clause, a delay by the bidder in the performance of its Services shall render the bidder liable to the imposition of damages as decided by the Bank, unless an extension of time is agreed upon without levying damages.

**14) Termination for Convenience**

14.1 Notwithstanding the provisions of the Contract and/or the Bid Documents the Bank, by written notice sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Bank's convenience, the extent to which performance of the bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

14.2 The stage at which the project has been completed to the satisfaction of the Bank as per the terms of the contract shall be accepted by Bank at the Contract terms and prices.

**15) Dispute Resolution**

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

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

15.2 The matter will be referred for negotiation between Chief General Manager – HR of the Bank and authorized signatory of the bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 (thirty) days. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 (thirty) days of the failure of negotiations.

Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1(one) arbitrator each and the 2 (two) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language.

15.3 Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section survives the contract.

#### 16) Addresses for Notices

16.1 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) 3 (three) days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Bank	IDBI Bank Ltd.
	Attn: Shri Ugen Tashi , Chief General Manager(HRD) Tel: +91-22-66194314 Email: <a href="mailto:ugen.t@idbi.co.in">ugen.t@idbi.co.in</a>
	M/s _____

In the case of the bidder	<b>Attn:</b> Shri _____ <b>Tel:</b> +91- _____ <b>Email:</b> _____
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16.2 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.

### 17) Taxes and Duties

17.1 Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees etc., in connection with the conduct of the exercise.

17.2 Income / Corporate taxes in India: The bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the bidder shall include all such taxes in the Contract price.

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

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

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

17.6 The bidder agrees that the bidder shall comply with the Income-Tax Act in force from and pay Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the work done under the Contract.

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

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

#### **18) Bidder's Integrity**

The bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with the Contract and exercising all means available to achieve the performance specified in the Contract.

#### **19) Bidder's Obligations**

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

19.2 The bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

#### **20) Patent Rights**

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Services or any part thereof in India, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and Bank is required to pay compensation

to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank shall give notice to the Bidder of such claim, if it is made, without delay.

## **21) Survival**

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

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

## **22) No Agency**

There shall be no principal agent relationship between the Parties. The Contactor shall not be acting as an agent of the Bank.

## **23) No Set-off, counter-claim and cross claims**

In case the bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim etc. shall be available under this Contract to the bidder for any payments receivable under and in accordance with that business.

## **24) Statutory Requirements:**

During the tenure of this Contract nothing shall be done by the Contract for contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Bank indemnified in this regard.

## **25) Bank's Right of Inspection and Periodic Audit**

25.1 The Bank reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Bank may demand and upon such demand being made, the Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.

25.2 The Bank shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Bank and the Bidder undertakes to cooperate with and provide to the Bank / any other agency appointed by the Bank, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Bank may, without prejudice to any other rights that it may have, issue a notice of default.

25.3 It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

#### **26) Contract Prices**

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

#### **27) Information Security**

27.1 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 Bank's premise without written permission from the Bank.

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

27.3 Bidder acknowledges that Bank's business data and other Bank proprietary information or materials, whether developed by the Bank or being used by the Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to the Bank; 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 the Bank depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage the Bank. 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.

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

## **28) Ownership and Retention of Documents**

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

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

## **29) Representations and Warranties**

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

29.1 That the Bidder is validly constituted and existing under the applicable laws.

29.2 That the Bidder has the requisite qualifications, skills, experience and expertise in providing the services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services sought by the Bank, under and in accordance with this Contract.

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

29.4 That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Document and unless the Bank specifies to the contrary, the Bidder agrees that he/it shall be bound by all the terms of the Bid.



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

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

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

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

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

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

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

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

29.13 That all conditions precedent under the Contract have been complied.

29.14 That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or

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

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

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

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

### **30) Confidentiality**

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:

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

30.2 to only make copies of such documents/papers as are 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;

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

30.4 to treat Confidential Information as confidential on perpetual basis. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information perpetually from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure.

Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. Is independently developed by the recipient without breach of this Contract;
- iii. Information in the public domain as a matter of law;
- iv. Is received from a third party not subject to the obligation of confidentiality with respect to such information;
- v. Is released from confidentiality with the written consent of the other party.

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.

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 Bank or may require the Bidder’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 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 Bidder that the Bidder’s personnel, sub-Bidders, or agents acquire while on the Bank’s premises, or

through access to the Purchaser computer systems or databases while on or off the Bank's premises, shall be deemed Confidential Information.

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.

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

### **31) Term and Extension of the Contract**

31.1 The term of this Contract shall be initially for a period of 3 years from the date of signing of Contract.

31.2 The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it would be granting an extension of the term. The decision to grant or refuse the extension shall be at the sole discretion of Bank and shall be binding on the Bidder.

### **32) Termination**

The Bank may, terminate this Contract by giving the Bidder a prior and written notice of 30 days indicating its intention to terminate the Contract Where it comes to the Bank's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Bank, in relation to any of terms of the Bidder Bid or this Contract.

Successful Bidder will provide all necessary assistance in ensuring a smooth transition of services, all data to the alternate service provider identified by the Bank in case of termination of contract or expiry of the contract period.

In the event of the happening of any events of the above nature, IDBI Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Bidder, and to ensure business continuity.

Apart from the above, the Bank reserves the right to terminate the Contract for the following reasons:

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

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

- i. The Bidder fails to provide Service or fails to fulfill any of the contractual obligations in accordance with the provisions of the Order.
- ii. The Bidder suspends the performance of all or part of the services.
- iii. The Bidder abandons to perform the services.

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

### 33) **Consequences of Termination**

In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project / Services which the Successful Bidder shall be obliged to comply with and take all available steps to minimize

loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

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

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

All third Parties shall continue to perform all/any functions as stipulated by the Bank and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder's Bid and this Contract.

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

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

Termination survives the Contract.

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

**34) Conflict of interest**

The Bidder shall disclose to the Bank 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.

**35) Publicity**

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

**36) Penalty**

The bidder should provide the agreed background checks within the agreed TAT to the satisfaction of the Bank as per the agreed terms and conditions. Quantum and type of penalty levy shall be at the discretion of the Bank and shall be binding on the Bidder.

**37) Relationship between the Parties:**

37.1 Nothing in this Contract constitutes any fiduciary relationship between the Bank and the Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between the Bank and Bidder or its personnel.

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

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

**38) No Assignment**

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

**39) Entire Contract**

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

**40) Governing Law**

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

**41) Jurisdiction of Courts**

In the event of any dispute or difference of opinion between the parties arising out of or in connection with the Contract / RFP or with regards to the performance of any obligations by either party, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation and arbitration as mentioned above. However, any legal disputes shall be subject to Mumbai City Jurisdiction.

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract/this RFP. This shall not however limit the rights of IDBI Bank to take proceedings in any other Court/Tribunal of competent Jurisdiction and the Successful Bidders hereby consent to such jurisdiction. These provisions shall survive the Contract.

**42) “No Claim” Certificate**

42.1 The Bidder shall not be entitled to make any claim, whatsoever against the Bank under or by virtue of or arising out of, this Contract, nor shall the Bank entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favor of the Bank in such forms as may be required by the Bank.

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



**43) Completion of Contract**

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

**44) Revisions & Changes**

The Bank may make in writing any revisions or changes to the scope of deliverables and execution methodology.

If any such revisions/changes affect the contract price or schedule, the same shall be subject to adjustments of price, where required, on a very reasonable basis by mutual agreement. The Bidder shall carry out such revisions/ changes and be bound by the same terms and conditions to the extent applicable as though the said revisions were incorporated in the initially.

**45) Price****Firm Prices:**

The Contract price shall be all inclusive and remain firm & will not be subject to escalation of any description during the term of the Contract, notwithstanding any change in the cost of materials or of labour or of any other cost element which may take place while this order is being carried out, even though it might be necessary for the Consultant, for any reasons whatsoever, to take longer than the completion period indicated in the order, subject, however, to the following:

- GST/Service Tax shall not be included in the prices and shall be payable extra at actual.
- The pricing shall be valid for the entire engagement duration.
- The price will remain FIRM AND FIXED without any variation whatsoever.
- Prices shall be firm and fixed even on account of any variation in Foreign Exchange rate.
- Any other taxes/duties including income taxes shall be included in the prices and all variations, statutory or otherwise, shall be to consultant's account.
- Any errors of interpretation of applicability of taxes/duties by the consultant shall be to consultant's account.
- All new taxes/duties/cess/levies notified after the last date of submission of bid but within contractual completion period, shall be to Bank's account.

**NOTE:**

a) No additional cost will be paid for air and surface travel, boarding/lodging, accommodation, medical, and other facilities for Consultant's employees/staff.

b) Except for the service tax as stipulated above, nothing extra shall be payable to the Consultant. The price shall be inclusive of all incidentals, out of pocket expenses etc.

Consultant shall be required to submit tax invoice issued in accordance with service tax rules for Service Tax paid to the concerned authorities for the Bank to claim benefit in respect thereof. Payment to Consultant for service tax shall be released only on submission of the same.

**46) Insurance**

The Bidder shall at his own cost and initiative takes out and maintain at all times until the close out of the order, relevant insurance policies in accordance with the statutory requirements at the location of work in respect of his employees/staff for providing services under this Order, in order to keep himself as well Bank and its employees fully indemnified from and against all claims whatsoever.

**47) Terms & Conditions for working at Bank's Office**

47.1 All manpower, required for completion of work, shall be arranged by Bidder at his own cost.

47.2 Working days/hours prevailing at Bank's office shall be applicable to the Bidder.

47.3 The Bidder shall be responsible for observing all safety precautions with respect to working at Bank's offices. Bidder shall be liable to take insurance cover at his cost to safeguard against any injury or death of any of his workmen as also to cover against third party risks during work at Bank's offices.

**48) Non-Waiver**

Failure of Bank to insist upon strict performance of any of the terms & conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or failure to properly notify Bidder in the event of breach or the acceptance of or payment for any services hereunder or approval of interim reports, shall not release Bidder of any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Bank to insist upon strict performance hereof or of any of its rights or remedies as to any such

services regardless when received or accepted, nor shall any purported oral modification or rescission of this Order by Bank operate as a waiver of the terms hereof.

#### **49) Mode of Ordering**

In the event of an order, Bank shall issue one (single) order for complete scope.

#### **50) Sub-Ordering**

The Consultant shall not sublet, transfer or assign any part of the job without the consent of the Bank. All such sub-orders shall be copied to Bank.

#### **51) Invoicing Instructions**

Shall be given along with the Order.

#### **52) Bid Validity**

The bid shall be valid for acceptance till 180 days from the bid submission date.

#### **53) Serving Competitors**

Bidder shall provide entire list of bidder's representatives/ employees engaged in a similar Background check activity for other Bank's/FI's as well as the list of such Bank's/FI's on a half yearly basis to Bank's satisfaction.

#### **54) Proposal Format**

The Bids (as per attached formats in **Annexure**) duly sealed and super-scribed "**Engagement of Firm for Manpower/Personnel Background Verification – IDBI Bank**" should be addressed to "Shri Umesh S.Sachdev, DGM – HRD, IDBI Bank Ltd, 21<sup>st</sup> Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005" and deposited either in the designated Box located at the above indicated address or couriered so as to reach on or before the due date as specified in the RFP. Please note that the Technical and Financial bid has to be in separate sealed envelopes duly marked as Technical Bid and Financial Bids respectively and placed in single envelope thereafter. The Bank is not responsible for non-receipt of bids by the specified date and time due to any reason including holidays. Bids received after the stipulated time or the Due date or incomplete in any respect are liable to be rejected.

## Section IV

### Annexure I

#### 1) Checklist of Pre-Qualification Criteria: Documents Required

Pre-Qualification Criteria	Documents Required
The bidder should be based in India & have its registered office in India.	Certificate of incorporation or any other document evidencing the same
The bidder should have made net profit in at least three of the previous five financial year's i.e. 2016-17, 2017-18, 2018-19, 2019-2020 & 2020-21.	Audited balance sheet for (five) financial years. CA certificate of net profit as on each FY end for the stated years
The bidder should have been engaged in the business of providing background checks for employment screening service in a FI/Bank/PSU/large Private organization for a minimum of three (3) years within the last five (5) years.	Proof of having executed the same to be enclosed along with client details.

**Note:**

- Supporting documents requested should be arranged / numbered in the same order as mentioned above.
- Failure to meet any of these criteria will disqualify the service provider and it will be eliminated from further process.
- The Bank reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final, conclusive and binding upon the consultant.

#### 2) Documents to be submitted

##### Documents to be submitted along with the Bids (3 copies)

- a) Details and types of Manpower Background Checks done in last five (5) years including name of client, types of checks , quantum of checks, client feedback/ rating etc.
- b) Complete details of the process flow / IT and non IT systems utilised, Information security check in place while conducting the Manpower Background Checks,
- c) **Annexure VI** to be filled completely and in detail.

3) **Format for submission of the Financial Bids** – *The rates offered by the agency shall remain firm for the contract period of three years.*

Background Check type	Costing Method per background check *
Educational Qualification Verification (National and International)	
Criminal History verification/Police Clearances (Checks to be carried in Permanent Address/Correspondence Address / Last location served (if gainfully employed) ) (Submission of Original Police Verification Certificate to Bank through courier).	
Past Address History	
Employment Verifications	
Referral Checks	
Any Other Specific Checks (please attach detailed price chart per check)	

\* Please provide separate quotes for National and International verifications for each sub head. Bidder may attach a separate catalogue for quantifying the charges per check type.

*Note: Likely verifications required in a year cannot be quantified, however on an average the aforesaid verifications may be required for around 500-2500 employees per annum depending on the recruitment and onboarding by the Bank.*

**Annexure – II****SELF-DECLARATION (On Letterhead of Bidder)**

Date : \_\_\_\_\_

To

**The Deputy General Manager,  
Human Resources  
IDBI Bank Ltd.,  
Mumbai.**

Madam,

In response to the RFP dated \_\_\_\_\_, I, Mr./Ms. \_\_\_\_\_, as a \_\_\_\_\_, hereby declare that I/our firm /our company \_\_\_\_\_ am/is (a) solvent; (b) there is no vigilance and / or court case pending against me/our firm /our company ; (c) no inquiry or investigation is pending against me our fir/ our company from any statutory regulatory and / or investigation agency (d) I/our firm/our company have/has not been blacklisted by any Private/Government body/ PSB/PSU neither indefinitely nor in the last three years and II/our firm/our company have/has all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.

Signature of witness

Signature of the bidder

Date:

Date:

Place:

Place:

**ANNEXURE – III**

**DECLARATION OF FINANCIAL & ADMINISTRATIVE DETAILS (On Letterhead  
of Bidder)**

Company Name & Address:

City:

State:

Pin:

Telephone:

Cell:

Fax:

E-mail:

**Copies of Audited Balance sheets, CA certificate and other requisite documents for the last five financial years are attached**

**Copies of experience and client's report in the similar work as desired in the RFP document are attached.**

**ANNEXURE - IV**  
**ACCEPTANCE OF TERMS & CONDITIONS**  
**CONTAINED IN THE RFP DOCUMENTS**

**To**  
**The General Manager,**  
**Human Resources**  
**IDBI Bank Ltd.,**  
**Mumbai.**

Madam,

I have carefully gone through the Terms & Conditions/ General Instructions contained in the RFP for Engagement of Firm for Manpower/Personnel Background Verification.

I declare that all the provisions, terms & conditions of this RFP Document are acceptable to me/my firm my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of witness

Date:

Place:

Signature of the bidder

Date:

Place:



**ANNEXURE - V**

**CUT OUT SLIP**  
**FOR**  
**(TECHNICAL BID)**

**THIS IS A QUOTATION FOR**

**(Technical Bid)**

**Engagement of Firm for Manpower/personnel Background Verification**

**CLIENT:** IDBI BANK LTD.

**NAME OF WORK :** Engagement of Firm for Manpower/personnel  
Background Verification

**BID DUE DATE & TIME :** \_\_\_\_\_

**TO**

**Shri Umesh S. Sachdev, DGM , HRD,  
IDBI Bank Ltd, 21st Floor, IDBI Tower,  
WTC Complex, Cuffe Parade,  
Mumbai – 400005”**

(To be pasted on outer envelope containing Unpriced part of offer)

**FROM: M/S** \_\_\_\_\_

**TOTAL NO. OF ENVELOPE :**

**CUT OUT SLIP FOR FINANCIAL BID**

**DO NOT OPEN - THIS IS A QUOTATION FOR**  
**Engagement of Firm for Manpower/personnel Background Verification**  
**(Financial Bid)**

**CLIENT:** IDBI BANK LTD.

**NAME OF WORK :** Engagement of Firm for Manpower/personnel Background  
Verification

**BID DUE DATE & TIME :** \_\_\_\_\_

**TO**

**Shri Umesh S. Sachdev, DGM , HRD,  
IDBI Bank Ltd, 21st Floor, IDBI Tower,  
WTC Complex, Cuffe Parade,  
Mumbai – 400005”**

**FROM: M/S** \_\_\_\_\_

**TOTAL NO. OF ENVELOPE :**

**Annexure VI****To be submitted and deposited along with Technical Bid**

<b>S No</b>	<b>Information Required</b>	<b>Bidder Comments</b>
1	<i>Indicate your methodologies, in brief, for providing the following services :</i>	
1.1	Educational Qualification Verification (National and International)	
1.2	Criminal History verification/Police Clearances (Checks to be carried in Permanent Address/Correspondence Address / Last location served (if gainfully employed) ) (Submission of Original Police Verification Certificate to Bank through courier).	
1.3	Past Address History	
1.4	Employment Verification	
1.5	Referral Checks	
1.6	Any other check that bidder might be undertaking	
2	Do you utilize the services of any subbidders to fulfill record searches? If so, identify the methods used including quality control procedures.	
3	Please describe the nature of database used for searches, any limitations on the usage of the database, any legal compliance issues faced or any other pertinent inputs that you would like to submit.	
4	Describe your online system that Bank would use to place orders and receive results? Include all methods. Is your on-line site available 24/7 to submit requests? Are results available 24/7?	
5	Describe how your employees are granted access to sensitive data of clients. (Explain how you manage access rights / who has access to data.) In case of any of your employee handling sensitive data leave your organization, how is the data confidentiality maintained.	
6	Describe your process for training your new employees before they commence work on background checks. Do you run background checks on your employees? If so, describe the search types, frequency etc	
7	Quality control procedures to ensure accuracy in reporting	
8	Type of National and International capabilities for background searches	
9	Any instance where any check done was fallacious or not factual and any resultant issues faced due to the same	

S No	Information Required	Bidder Comments
10	Turnaround time (TAT) for each of the services above (Electronic and Physical copy submission)	
11	Is there a performance guarantee for TAT? What notifications do you provide throughout the background screening process? Do you provide notification if a search result is delayed and if so provide details?	
12	What is the storage policy of database of the search results / reports? Where are you data servers located?	
13	Describe the software or online system utilized by your firm and if any third party software is used.	
14	How shall the Bank be informed of results as well as status?	
15	How shall the Bank send the Background check requisition order to your firm?	
16	Please provide a sample report and also describe reporting tools. Can the tools be customized as per Bank requirements?	
17	Describe your understanding of the laws that govern background screening and methodology for compliance with those laws	
18	If there is a criminal case found, how does the bidder determine if it is reportable and describe the methodology used to determine whether it is reportable	
19	How do you keep updated on laws affecting Background screening and describe how shall you keep the Bank updated on important legal changes. Describe how you keep your employees updated on legal issues affecting screening.	
20	Does your firm have a Privacy and Data Security policy? If so, please provide a copy along with this RFP	
21	Describe your security and data protection practices, including any third-party.	
22	Describe the process how personal and identifiable applicant information is protected.	
23	How does your ensure complete employment and education verifications? If so, describe the process and describe how personal information is protected.	
24	Personal Data Protection (PDP) Bill, 2019 provides for protection of personal data of individuals, establishes a Data Protection Authority and is the primary law regulating how personal data is protected of Indian citizens. Has the Bidder incorporated PDP 2019 policies, procedures, and incorporated suitable technologies?	
25	Does the bidder provide an account executive that will handle Bank's account? Do you have an internal escalation system? If so, describe how it works.	

S No	Information Required	Bidder Comments
26	Describe your internal methodology to ensure that clients service issues are addressed in a timely manner.	
27	Describe your company's growth during the past five years	
28	Your client retention rate during the past 3 years	
29	Please describe the background and experience of your firm.	
30	Any other advantages in selecting your firm to provide background screening services? There are many firms that provide screening services. Why should IDBI Bank choose you? Describe what differentiates you versus other bidders?	
31	Are your processes for Back ground verification audited? What is the periodicity of such audits? Please provide last three years such audit reports.	
32	What are the Business Continuity Plans in force with the Bidder? What is the action plan for any crisis resulting loss of the life/ unavailability of staff/ damage to data servers etc.	
33	Has your company been imposed any fine, penalty, Interest, summon etc. in the last three years? Please furnish the details if any.	
34	Are you ISO certified or have obtained any other Quality certification?	
35	Have you ever served or are currently providing similar services to any bidder, as mentioned in Scope of Services? Please mention numbers of client and copy of contract	
36	Details of demonstration of sufficient Information Security controls in place, as prescribed by any of your current clientele being serviced pref Banks/Financial Institutes, which ensures maximum security and protection of the submitted/captured Data.	

## Section IV

### CONTRACT FORM

(To be signed after awarding of contract)

**THIS AGREEMENT** made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and 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) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

#### AND

..... (*Name of the Firm/Bidder*) of ..... (please specify the registered office of the (*Entity/Firm/Bidder*) (hereinafter called “the Entity” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

The Bank and Entity are hereinafter collectively referred to as "Parties".

**WHEREAS** the Bank invited bids for carrying out the pre/post-employment Background checks of IDBI Bank employees / personnel vide Request for Proposal (RFP) No IDBI Bank/HRD/Recruitment/RFP/2021-22/01 dated November 10, 2021 and has accepted a bid by the Entity for rendering of the Services for the sum of ..... (*Contract Price in Words and Figures*) (Hereinafter called “the Contract Price”).

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No. \_\_\_\_\_ shall be deemed to form and be read and construed as part of this Agreement, viz.,
  - a. Invitation for Bids
  - b. General Instructions to Bidders
  - c. The Bid form and the price schedule submitted by the Bidder/Entity;

- d. The terms and conditions of the Contract ;
  - e. The Bank's notification of award ;
  - f. Schedule of dates, amounts etc.
3. The parties hereto by way of abundant precaution do hereby agree, admit & declare that the entire bidders representations, warranties & undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this contract form.
  4. Each of the representations, warranties and undertakings of the bidder contained in the RFP shall be deemed to have been made as of the date hereof. In consideration of the payments to be made by the Bank to the bidder as hereinafter mentioned, the bidder hereby agrees and covenants with the Bank purchaser to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
  5. In consideration of the payments to be made by the Bank to the bidder as hereinafter mentioned, the bidder hereby agrees and covenants with the Bank to provide/render the Services and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.
  6. The Bank hereby agrees and covenants to pay the bidder in consideration of the rendering of the Services and the remedying of defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
  7. This contract shall be valid for 3 years from the date of execution.

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

Signed and Delivered by the within named

Signature:

Name:

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

IN THE PRESENCE OF

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

Signed and Delivered by the within named

M/s

\_\_\_\_\_  
\_\_\_\_\_

Date:

\_\_\_\_\_ (DD/MM/YY  
YY)

IN THE PRESENCE OF

1. Signature Name: _____ Address: _____	2. Signature Name: _____ Address: _____
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## NON-DISCLOSURE AGREEMENT

(To be signed after awarding of contract)

This Non-Disclosure Agreement entered into at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_ 2021

### BETWEEN

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**

### AND

..... (Name of Bidder) of ..... (please specify the registered office of the (*Bidder*) (hereinafter called “the Bidder/Entity” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Bank and Entity individually referred to as “Party” and collectively as “Parties”.

WHEREAS, Bank called for the bids for engagement of Bidder to carry out the pre/post-employment Background checks of IDBI Bank employees / personnel. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services for, the Assessment Development Centre Exercise has submitted its bid.

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

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

In connection with this Agreement,

“**Confidential Information**” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information,

process/flow charts, business models, designs, drawings, data information related to services, customers, investors, employees (including bio-data, personal, educational, professional, financial information relating to the employees), business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; all the information disclosed pursuant to this RFP / Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, employees or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to employees' data, customer list, financial information, and pricing information.

It is hereby agreed as under:

- a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree and undertake to:
- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - (ii) make copies of only such documents/papers as are specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - (iii) restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and entity strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - (iv) Treat Confidential Information as confidential perpetually 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 perpetually from the date of such termination.
  - (v) provide entire list of Entity's representatives/ employees engaged in a similar Background check activity for other Bank's/FI's as well as the list of such Bank's/FI's on a half yearly basis to Bank's satisfaction.

b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure.

Confidential Information does not include information which:

- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (ii) is independently developed by the recipient without breach of this Contract;
- (iii) is the public domain;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (v) is released from confidentiality with the prior written consent of the other party.

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

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

d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

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

The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the 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. The Sole Arbitrator shall be appointed by the Bank. 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.

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

Authorised Signatory

Name :

Designation :

Office Seal :

Place :

Date :

Accepted –

Bank

**Deed of Indemnity**

(To be signed after awarding of contract)

This Deed of Indemnity executed at Mumbai on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2021 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 incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “The Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof 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, the Bank vide RFP No. IDBI Bank/HRD/Recruitment/RFP/2021-22/01 dated **November 10, 2021** called for the bids for engagement of firm for Selection of pre/post-employment Background checks of IDBI Bank employees / personnel & M/s\_\_\_\_\_ have been appointed as the Successful bidder/entity.

**1 WHEREAS**

(1) The Obligor has

- (a) offered to Bank to carry out the pre/post-employment Background checks of IDBI Bank employees / personnel as inclusively stated under scope of services of the RFP;
- (b) represented and warranted that they have all permissions, consents, 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 their services to Bank;
- (c) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the contract period to the satisfaction of Bank;
- (d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;

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

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

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

**NOW THIS DEED WITNESSETH AS UNDER:-**

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

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, and the same are in force, 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 details 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, judgements, and or otherwise on account of any default and or breach and or otherwise in this regard.

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

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

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

(7) This indemnity shall survive the aforesaid Agreement.

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

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

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/Mrs/Ms \_\_\_\_\_ (Designation \_\_\_\_\_),

the authorised official of the Obligor.

**Appendix-I****PRECONTRACT INTEGRITY PACT  
General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2021, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949(10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its \_\_\_\_\_ Department/ Office at \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Smt/ Shri \_\_\_\_\_, MD/CEO/ CMD/Authorised Signatory (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1) Commitments of the PRINCIPAL**

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



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

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

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

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

## **2. Commitments of the BIDDER**

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

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

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

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

The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether

Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

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

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

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

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

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

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

### **3. Previous Transgressions**

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

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

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

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

Unless otherwise stipulated in the Bid document/ RFP, the Bank Guarantee/Earnest Money/Security Deposit shall be valid up to a period of Three (3) years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, excluding warranty period of 1 Year, whichever is later.

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

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

### **5. Sanctions for Violations**

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

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

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

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

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

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

To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

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

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

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

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

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

## **6. Fall Clause**

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

## 7. Independent External Monitors

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

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

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

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

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

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

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

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

## 8. Facilitation of Investigation

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

## 9. Law and Place of Jurisdiction

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

### 10. Other Legal Actions

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

### 11. Validity

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

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

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

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

Signature  
(For & on behalf of the PRINCIPAL)

Signature  
(For & on behalf of the BIDDER/ Entity)

Office Seal

Office Seal

Name  
Designation

Name  
Designation

Witness 1:  
(Name & Address) \_\_\_\_\_

Witness 2:  
(Name & Address) \_\_\_\_\_

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