Request for Proposal (RFP)

For

Self Service Passbook Printing (SSPBP)
Tender Notice

The Bank invites sealed offers from established vendors for supply, installation commissioning and management of Self Service Pass Book Printing Terminals (SSPBP). Please visit our website www.idbibank.com or the Government portal (www.tenders.gov.in) for details. RFP forms can be downloaded from the websites.
# Table of Contents

Document Control Sheet ................................................................. 5
Disclaimer ......................................................................................... 5

SECTION 1 ......................................................................................... 6
BACKGROUND .................................................................................. 6
GUIDELINES FOR BIDDERS ........................................................... 6
Bid Security (EMD) ........................................................................... 6
Eligibility Criteria ............................................................................. 6
Bid Evaluation Criteria ..................................................................... 7
General Instructions ......................................................................... 7
Payment Terms: ............................................................................... 10

SECTION 2 ......................................................................................... 11
Procedure for Submission of Bids ..................................................... 11
Clarification of Bid Document ......................................................... 13
Language of Bids ............................................................................. 13
Bid prices: ......................................................................................... 14
Firm Prices ......................................................................................... 14
Bidder Qualification ......................................................................... 15
Bid Security (EMD) ........................................................................... 15
Period of Validity of Bids ................................................................. 16
Format and Signing of Bid ............................................................... 16
Local Factors and Conditions .......................................................... 16
Acceptance of Bid ........................................................................... 20
Signing of Contract .......................................................................... 20
Performance Security / Bank Guarantee ....................................... 20

SECTION 3 ......................................................................................... 22
Indemnity .......................................................................................... 25
Inspection and Quality Control Tests ............................................. 26
Transportation of Equipment ......................................................... 27
Warranty ............................................................................................ 27
Payment against Bank Guarantee: ................................................. 28
Liquidated Damages ......................................................................... 29
Termination for Convenience .......................................................... 30
Document Control Sheet

<table>
<thead>
<tr>
<th>Purpose</th>
<th>To implement Self Service Passbook Printing Terminals in about 200 identified branches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Company</td>
<td>IDBI Bank Limited</td>
</tr>
<tr>
<td>Date of issue</td>
<td>24/10/2013</td>
</tr>
<tr>
<td>Cost of the Bid Document</td>
<td>Rs.10,000/- (Rupees One Thousand Only) in the form of Demand Draft / Bankers Cheque from a Scheduled Bank in favour of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Last date for submission of queries</td>
<td>29/10/2013</td>
</tr>
<tr>
<td>Date for Pre-bid Meeting</td>
<td>31/10/2013 at 1500 hrs</td>
</tr>
<tr>
<td>Last Date and Time for Receipt of Bids</td>
<td>07/11/2013 at 1500 hrs</td>
</tr>
<tr>
<td>Schedule for Opening of Technical Bids</td>
<td>07/11/2013 at 1600 hrs</td>
</tr>
<tr>
<td>Schedule for Opening of Commercial Bid</td>
<td>Date &amp; Time will be intimated to the shortlisted bidders</td>
</tr>
<tr>
<td>Place of Opening of Bids</td>
<td>IDBI Bank Ltd., IDBI Tower, 13th Floor, WTC Complex, Cuffe Parade, Mumbai – 400 005</td>
</tr>
<tr>
<td>Address for Communication</td>
<td>As given above</td>
</tr>
</tbody>
</table>

Note:
1. This tender document is the property of Bank. & is not transferable.
2. This bid document has 80 pages.
3. The Cost of RFP / Bid document is non-refundable.

Disclaimer

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

This RFP document is not an agreement and is not an offer or invitation by Bank to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The Bank reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of The Bank in this regard shall be final, conclusive and binding on all the parties.
SECTION 1

BACKGROUND

IDBI Bank Ltd (“Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). Bank is also a Scheduled Bank as notified by the Reserve Bank of India under the Reserve Bank of India Act, 1934. Bank is engaged in providing finance to industries and banking business. The Bank with its Registered Office at "IDBI TOWER", WTC Complex, Cuffe Parade, Mumbai has a pan-India presence.

GUIDELINES FOR BIDDERS

Purpose – The Bank has decided to implement Self Service Passbook Printing Terminals in about 200 with a variation of ±25% identified branches

Bid Security (EMD)

A Bid Security amount of Rs. 15,00,000/- (Rupees Fifteen lacs only) by way of demand draft or pay order in favour of ‘IDBI Bank Limited’ payable at Mumbai.

The Bid Security amount will not bear any interest and this amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute the order/purchase order/service order or any other documents, as may be required by Bank in case the Tender is accepted. In case of a successful Bidder the Bid Security will be refunded after the Bidder signs the Contract and furnishes the Performance Bank Guarantee and in case of unsuccessful Bidders the Bid Security will be refunded within a period of 90 (Ninety) days after the expiry of Bid validity period..

Eligibility Criteria

1. The Bidder submitting the offer should be net profit earning company registered in India and should have a minimum turnover of Rs 20 crores during each of the last three financial i.e. 2010-11, 2011-12 and 2012-13. This must be individual company turnover and not of any group of companies.

2. The brand/model offered by the Bidder should have minimum 100 self service passbook printers installed in the last 3 years in India for 2 Banks as on March 31, 2013.

3. The Bidder should have executed atleast 2 orders of SSPBP in two different Banks of which 1 Banks should be using Finacle as its Core Banking Solution and the Vendor should have integrated the SSPSB with Finacle. Specifically the self service passbook printers to be supplied would need to be integrated with the Finacle core banking software of M/S Infosys Ltd..
4. The Bidder should have its own exclusive self service passbook printers support infrastructure in at least 20 states covering minimum 100 centers across the country to service all self service passbook printer locations of the Bank.

5. The Bidder should have arrangement to provide 24 * 7 support and also arrangements to provide All India toll free/ contact number for lodging the complaints and escalations thereof. Bidder is required to support such installations and will have to enter into SLA for uptime guarantee.

6. The production unit / factory of the brand of self service passbook printers being quoted should be ISO 9001:2008 certified. If the production units are outside India, it should meet equivalent international standards.

7. The Bidder should not have been blacklisted by any Govt./ Govt. Agency /Bank(s) /Financial Institutions in India in the last three years. The Bidder has to submit self certification on their letterhead.

Bid Evaluation Criteria

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

2. The Financial Bid will be opened only if the Technical Bid is cleared and accepted.

3. The Bidder who fulfils all criteria in respect of technical bid and with the lowest quote will be considered as the L1 Bidder.

General Instructions

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

2. The Bank prefers Original Equipment Manufacturer (OEM) to quote directly. However, OEM can quote through a distributor who should meet all above eligibility criteria except in respect of production unit, which OEM should meet. Also, the bidder should submit manufacturer’s authorization form, duly signed as per Annexure I of this RFP. However, both should not participate together, in which case both will be disqualified and their offers will be rejected summarily by the Bank.

3. Bidder should be the prime bidder and no consortium is allowed.

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

5. The bid consists of two parts namely, Technical Bid and Tentative/Estimate Financial Bid, which are required to be submitted in two separate sealed covers marked as "Technical Bid" and "Commercial Bid". Bidder will be eligible for Financial Bid only if the Technical Bid is cleared and accepted.

6. All the bids, should be duly addressed to Shri Shekhar R Rao, IDBI Bank Limited and must be submitted to the Bank representative mentioned below at the following address on or before the due date specified (05-Nov-2013 - 1500 Hrs)

   Shri Shekhar R Rao,
   Dy. General Manager,
   IDBI Bank Ltd.,
   13th floor, IDBI Tower,
   WTC Complex,
   Cuffe Parade
   Mumbai – 400 005.

7. 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.

8. 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.

9. The 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 the Bank in this regard shall be final, conclusive and binding on the Bidder.

10. Interested Bidders may obtain further information from Shri Nitin Kulkarni, Associate Consultant, IDBI Intech Ltd, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400614, Phone No. 022-39148080 between 15.00 hrs to 18.00 hrs on working days or email to nitink@idbiintech.com

11. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and / or emailed to the prospective bidders.

12. The Bid Documents may be downloaded from our website www.idbibank.com and submitted to the above mentioned office address.

13. The bidder should confirm in writing for supply of upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price of the obsolete model.
14. In case of reduction of prices due to technological obsolescence / change of product model, the Bidder should pass on the price benefit to The Bank.

15. 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.

16. Successful bidder would sign an Agreement with Bank at Mumbai only.

17. Each vendor shall submit only one proposal.

18. Information brochure /product catalogue must be attached with the quotations clearly indicating the model quoted for.

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

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

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

22. The 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.

23. Payment will be cleared within 30 days after submission of necessary documents as mentioned in the RFP.

24. If the Bank is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.

25. Bidder has to give unconditional undertaking for providing service support / component parts / assembly/ software used in self service passbook printing system and bar code printer for minimum seven years from the date of installation of self service passbook printing system and bar code printer.

26. The Bank will be installing self service passbook printers across the length and breadth of the country. Vendor is required to support such installations and will have to enter into Service Level Agreement (SLA) for uptime guarantee. Self service passbook printers offered should be capable of being fully integrated with the existing THE BANK LTD systems.

27. Bidder shall carry out the supply and implementation of equipment strictly in accordance with the requirements detailed under the Scope of Work of the Bid document and it shall be the responsibility of the Bidder to fully meet all the
requirements of the Bid document and to complete the Work duly operable and safe as per the best industry practice.

28. The Bidder should have business continuation plan in place.

**Payment Terms:**

1. 100% on delivery & installation and on production of acceptance certificate.
SECTION 2

Procedure for Submission of Bids

- **General**:

  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.

  2. All the envelopes must be super-scribed with the following information:
     - Type of Offer (Technical or Commercial)
     - Reference Number (IDBI Bank– RFP – Passbook Kiosks)
     - Due Date
     - Name of Bidder
     - Name of the Authorized Person

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

  4. **ENVELOPE-I** (Technical bid): The Technical bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The TECHNICAL BID should be complete and should be submitted in the specified format only.

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

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

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

  8. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter in writing to the Bank for necessary clarifications and/or confirmation within the specified time.

  9. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

  10. 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.

  11. The bid submitted in case of a consortium shall be rejected without assigning any reason thereof.
12. The bid shall contain the full name of the competent authority, designation, 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.

13. 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 The Bank shall be final, conclusive and binding on the Bidder.

14. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

15. The Bid Security & cost of Bid Document as specified in Section 1 should be paid along with the Bid Document during submission. Bids without the Bid Security and cost of bid document shall be rejected.

16. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

17. The Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which the Bank considers appropriate or deem fit. Any adjustments so made by the Bank shall be stated to the Bidder, if the 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 the Bank and shall be final, conclusive and binding on the Bidder.

18. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English.

19. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

20. The Bidder cannot quote for the project in part.

21. The Bank is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever.

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

23. The Bidder shall prepare the bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are
intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by the Bank.

24. The Bank also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

25. The Bank reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.

- **Documents to be submitted along with the Bid**:
  1. Technical Bid – Separate Envelope
  2. Unconditional Acceptance of Terms and Conditions
  3. All relevant documents supporting fulfillment of Eligibility Criteria
  4. Certificate for the interface developed between Self Service Pass Book Printer and Core Banking along with no. of SSPB terminals deployed.
  5. No vigilance/black listing/court case declaration.
  6. List of Self Service Pass Book Printing Terminals supplied and solution implemented in different Banks in the last one year (Year, Bank name, no. of SSPBP supplied)
  7. Copy of registration certificate regarding Sales Tax / VAT.
  8. Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid.

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

**Clarification of Bid Document**

Any prospective Bidder requiring clarification of the Bid Document may notify the Bank in writing at the mailing address indicated in **Section 1**. The Bank will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in **Section 1** of this Bid Document. The Bank’s response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank’s website.

**Language of Bids**

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

1. The Bidder shall indicate the unit prices and total Bid Prices of the services, it proposes to provide under the Contract.

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

3. Prices quoted should be **all inclusive** – i.e. inclusive of Taxes / Duties / Statutory levies excise duty, sales tax, VAT, duties, levies, charges, Road Permits/Entry Tax, Service tax and charges for packing, forwarding, freight, transit insurance, loading and unloading, cost of supply and providing services during the service period. Octroi / Entry Tax payable will be exclusive as applicable at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Ltd”. Applicable taxes would be deducted at source, if any, as per prevailing rates.

4. The prices quoted should be valid for the period of 90 days from the date of award of the contract or till the successful commissioning of the systems as mentioned in Section 3. Further, the prices quoted by the bidders shall remain fixed during the entire contract period and no increase of rates on account of cost escalation will be allowed under any circumstances.

5. The unit prices quoted in Price Bid will be used to calculate charges for further orders over and above the projected quantities, if any. The prices quoted will be applicable for adhoc requests also, if any.

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

7. Quotation shall remain valid for a period of 90 days from date of submission of the Commercial Bid.

8. The price quoted by the Vendor cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.

9. 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.

**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 the Bank shall be final, conclusive and binding on the Bidder.
Bidder Qualification

1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

2. It is further clarified that the individual signing the Bid or other documents in connection with the bid must certify whether he/she signs as Constituted Attorney of the company.

3. The Bidder shall sign the bid with the exact name of the company to which the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder’s organization. Each bid shall be signed by a duly authorized officer.

4. The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the bidder.

5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The Bank may reject outright any bid not supported by adequate proof of the signatory’s authority.

Bid Security (EMD)

1. The Bidder shall furnish as part of the bid, a Bid Security of the amount mentioned in Section 1. No interest shall be payable on the Bid Security.

2. Bid security amount of unsuccessful Bidders will be returned within a period of 90 (Ninety) days from the date of award of contract.

3. The successful Bidder’s Bid Security amount will be discharged upon the Bidder signing the contract and furnishing of the Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of the Bank, within the stipulated time.

4. The Bid Security amount of successful bidder shall be forfeited/Bank Guarantee shall be revoked if:
   a. Such Bidder withdraws his bid during the bid validity period; or
   b. Such Bidder makes any statement or encloses any form or document which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
   c. Such Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of
Bank, as mentioned in the Bid Documents or in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute any document as may be required by the Bank

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

**Period of Validity of Bids**

1. Bids should be valid for 90 (ninety) days from the last date of submission. A bid valid for a shorter period may be rejected by the Bank as non-responsive. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

2. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its bid. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

**Format and Signing of Bid**

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

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

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

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

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

6. The Bidders shall seal and mark the Bid accordingly.

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

**Local Factors and Conditions**

1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by the Bank to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.

3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. The Bank shall not entertain any request for clarification from the bidder regarding such local conditions.

4. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by the Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Bank on account of failure of the bidder to appraise themselves of local laws / conditions.

**Last Date for Receipt of Bids**

1. Bids will be received by the Bank on the date and at the address specified under Section 1.

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

**Late Bids**

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

**Modification and Withdrawal of Bids**

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

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

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

4. No bid may be modified subsequent to the last date for receipt of bids.
5. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its Bid Security.

**Address for Correspondence**

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

**Opening of Bids**

1. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

2. Only technically qualified (shortlisted) Bidders will be allowed to participate in commercial bid.

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

**Clarifications**

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

**Preliminary Examination**

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

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

3. A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.
4. The Bank may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

Contacting Bank

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

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

Post Qualification

1. The 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 the Bank shall be final, conclusive and binding on the Bidder.

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.

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; the 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 the Bank shall be final, conclusive and binding on the Bidder.

Bid Evaluation Criteria (BEC)

1. To meet the Bank's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience and expertise in setting up kiosks for Self Service Passbook Printing including all hardware and software aspects.

2. The 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 the Bank may seek specific clarifications from any or all Bidders.

Financial Bidding Process

The Bidder who fulfills all criteria in respect of technical bid and with the lowest quote will be considered as the L1 Bidder.
The Bank shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.

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

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

**Acceptance of Bid**

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

The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Contract within (10) days from the date of acceptance.

**Signing of Contract**

1. After the Bank notifies the successful Bidder that its bid has been accepted; **the Bidder should sign the Agreement / Contract Form. The Agreement/ Contract form would be signed in Mumbai only** (given in Section 5).

2. **The successful Bidder shall sign the Agreement / Contract Form at Mumbai within 10 days of receipt of notification of award of contract.**

**Performance Security / Bank Guarantee**

1. The successful Bidder shall furnish the performance Bank guarantee within 10 days of the receipt of acceptance by the Bank, as per the format in Section 5.

2. The value of the performance bank guarantee will be 15% of the total contract value.

3. The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:

   i. **A Bank Guarantee issued by a scheduled commercial bank and directly forwarded by the issuing Bank to the Bank Ltd.**

   OR

   ii. **A banker’s cheque / demand draft, issued by a scheduled commercial bank.**
4. The proceeds of the performance security shall be payable to the Bank as compensation for any loss or damage resulting from the Bidder’s failure to complete its obligations under and in accordance with the Contract.

5. The performance bank guarantee should be valid for a period of (contract period + 6 months claim period) from the date of expiry of the Contract period i.e. 1½ years from the date of issue of LOI/PO and the claim period should be for 6 months or 180 days.

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

7. The performance security will be discharged by the Bank and returned to the successful Bidder after 180 (one eighty) days after the service period of 1 year from the date mentioned in acceptance certificate of the last rolled-out branch.

8. All costs and expenses (including stamp duty, etc.) in connection with the execution of Agreement / Contract shall be borne by the successful Bidder.

9. The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of penalties as specified in this RFP or Agreement / Contract.
SECTION 3
Definitions

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

1. "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply of Self Service Passbook Printing & provide / carry out the Services of bidder and installed at the proposed the Bank locations, as inclusively stated under Service Level Expectations and Specifications Systems & Solutions.

2. “Bidder” or “Contractor” or "System Integrator" means any person / persons / firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.

3. "IDBI Bank Ltd" or “The Purchaser” or “The Bank” or “Bank” means IDBI Bank Ltd. including its successors and assigns.

4. "The Contract Price" means the price/compensation payable to the Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.

5. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.

6. “Service Period” means the period of 3 year commencing from the date of successful commissioning as mentioned in the acceptance certificate issued by Purchaser. This period will comprise of 1 year of warranty. Two years of additional annual maintenance contract would be at the discretion of the Bank on mutual agreeable terms.

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

8. “Acceptance of Bid” means the letter/fax/email or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.

9. “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank Ltd).

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

11. “Commissioning” means the System shall be considered to have been commissioned, when entire job, including supply, installation, configuration, integration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.

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

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

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

15. “Parties” means the Purchaser and the Bidder and “Party” means either of the Parties.

16. “Project” means installation, integration and commissioning of Bar code based passbook printing kiosk solution, including but not limited to providing of the required hardware, software, databases, middleware, third party utilities, if any and installation, testing commissioning, warranty, annual maintenance, required/guaranteed uptime, integration with the existing core banking system of the Bank.

17. “Site” means the place in which the operations/services are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract for commissioning of the Project as forming part of the Site.

Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference(s) only and do not form part of this Contract;

2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

4. A word in the singular includes the plural and a word in the plural includes the singular;

5. A word importing a gender includes any other gender;

6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of the Bank.

10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

**Conditions Precedent**

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

1. Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security) as mentioned in Section 2, as per the format given in Section 5.

2. Execution of a Deed of Indemnity as per format given in Section 5.

3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.

4. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.

5. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.

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 engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. 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 the Bank and shall, at all times, support and safeguard the Bank's legitimate interests in any dealing with third parties.

**Use of Contract Documents and Information**

1. The Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section 5. The Bidder shall execute this Non-Disclosure Agreement as given in Section 5 simultaneously at the time of execution of this Contract. The Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall
extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

2. The Bidder shall not, without Purchaser’s prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

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

**Intellectual Property Rights and Patent Rights**

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

2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Bidder, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the /Bidder for the purpose of execution of any of its obligations under the terms of the Bid, or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser.

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

**Indemnity**

The Bidder shall execute and furnish to the Purchaser, a deed of indemnity in favor of the Purchaser in a form and manner, as given in Section 5, indemnifying the Purchaser its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to
third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise.

**Inspection and Quality Control Tests**

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

2. Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

3. Purchaser’s has the right to inspect and test the goods at bidder plant at any time during the contract period.

**Manuals**

1. The Bidder must along with the equipment, supply all relevant manuals for the systems delivered / installed. The manuals shall be in English.

2. Unless and otherwise agreed, the equipment(s) shall not be considered to be completely delivered for the purpose of taking over, until such manuals as may be necessary are provided to Purchaser.

3. System manuals should include the specifications of the various equipments supplied.

**Acceptance Certificates:**

On successful completion of acceptability test, receipt of deliverables, etc, and after the Purchaser (which shall not be deemed to be an obligation on the Purchaser) is satisfied with the working of the System, the Acceptance Certificate in the format given in Section 5, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

**Delivery and Documents**

1. Delivery of the equipment shall be made by the bidder in accordance with the System approved / ordered. The details of Documents including other documents to be furnished by the Bidder are specified hereunder:

   i. 3 copies of Bidder’s invoice showing contract number, Services description, quantity, unit price and total amount.

   ii. Original Delivery note and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.

   iii. Bidder’s warranty certificate.

   iv. Inspection certificate issued by the nominated inspection agency, if any.
v. Other documents which the Purchaser may specify to the Bidder.

2. The above documents shall be received by Purchaser before arrival of equipment (except where it is handed over to the consignee with all documents) and, if not received, the Bidder will be responsible for any consequent expenses and other liabilities arising there from.

Transportation of Equipment

Where the Bidder is required under the Contract to transport the equipment Services to a specified place of destination in India, being the project site or elsewhere, transport and render to such place of destination in India, including insurance (transit insurance included) and storage, as shall be specified in the Contract, shall be arranged by the Bidder, and the related costs shall be included in the Contract price.

Incidental Services

The incidental services to be provided pursuant to and in accordance with the Contract are as under:

1. Performance of on-site installation and start-up of the System;
2. Furnishing of services required for the installation / customization and/or maintenance of the rendered Systems.
3. Furnishing manuals for each appropriate unit of the rendered Systems.
4. Maintenance of the rendered equipment for the “Contract Period”, provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
5. Any other related services as the Purchaser may require and deem fit.

Warranty

1. The Bidder further represents and warrants that all equipment delivered rendered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Bidder.

2. The minimum warranty period shall be the period of 3 years from date of installation of the equipment at the respective location/s. The Bidder shall, in addition, comply with the performance guarantees specified under and in accordance with the Contract.

3. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.

4. If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section 4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.
5. 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 and delivery of Service(s)/Systems under the Contract

6. That all conditions precedent under the Contract has been complied.

**Payment against Bank Guarantee:**

For all the payments to be made against bank guarantee, the same shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and **forwarded directly to the Purchaser by the issuing Bank.**

**Change Orders/Alteration/Variations**

1. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents 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 specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser’s notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

2. Purchaser may, at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:
   a. Functional specification
   b. The Services to be provided by the Bidder

3. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.
4. Any change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

5. If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

6. Any change order shall be duly approved by the Purchaser (including any modification/change in the Contract Price) in writing.

7. If there is a difference of opinion between the Bidder and Purchaser whether a particular work or part of the work constitutes a change order or not, the decision of the Purchaser shall be final, conclusive and binding on the Bidder.

**Contract Amendments**

No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

**Delays in the Bidder’s Performance**

1. Delivery of the equipment & installation shall be made by the Bidder in accordance with the time schedule prescribed by Purchaser.

2. If at any time during performance of the Contract, the Bidder shall encounter conditions / situations impeding timely delivery of the equipment and its installation, the Bidder shall promptly notify Purchaser in writing of the fact of the delay, its likely duration and the cause(s) thereof. As soon as practicable, after receipt of the Bidder’s notice, Purchaser shall evaluate the condition/situation, and consider, extending the Bidder’s time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

3. Except as provided in the above clause, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.

4. A delay by the Bidder in the performance of its Contract obligations shall render the Bidder liable to any or all the following sanctions:
   (i) Forfeiture of its performance guarantee
   (ii) Termination of the Contract for default

**Liquidated Damages**

1. If the Bidder fails to deliver any or all of the Systems or install the same within the time period(s) specified in the Contract, Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract
price, as liquidated damages, a sum equivalent to 1% percent per week or part thereof of respective order cost subject to maximum deduction of 5% of the order value of the delayed equipment or unperformed services for that particular location. In case of undue delay beyond a period of 15 days unless otherwise waived by the Purchaser, Purchaser in its discretion may consider termination of the Contract. Please refer the Section 4.

2. If the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty:

3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser’s right to claim such amount against Bidder’s Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

4. The Purchaser may by a written notice of suspension, suspend all payments to the Bidder under the Contract, if the Bidder failed to perform any of its obligations under the Contract, (including the carrying out of the service(s)) provided that such notice of suspension:

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

Termination for Convenience

Notwithstanding the provisions of the Contract and/or the Bid Documents the Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

The Systems those are complete and ready for shipment within 7 (seven) days after the Bidder’s receipt of notice of termination shall be accepted by Purchaser at the Contract terms and prices.

Dispute Resolution

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

(i) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
The matter will be referred for negotiation between Mr. Shekhar R Rao, Dy. General Manager of the Purchaser and Mr. [Insert Name] of the Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.

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

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

The provision under this section survives the contract.

Addresses for Notices

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:

<table>
<thead>
<tr>
<th>In the case of Purchaser</th>
<th>IDBI Bank Limited 13th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attn: Shri. Shekhar R Rao</td>
</tr>
<tr>
<td></td>
<td>Tel: +91-22-66552010, Fax: +91-22-22182175</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:r.shekharrao@idbi.co.in">r.shekharrao@idbi.co.in</a></td>
</tr>
</tbody>
</table>
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.
Taxes and Duties

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

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

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

4. The Bidder’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.

5. The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which Purchaser will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the **taxes if any, levied on the** Bidder’s, sub-Bidder’s and Bidder’s personnel. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

6. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income-tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

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 Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
8. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

Bidder’s Integrity

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

Bidder’s Obligations

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

2. The Bidder would be required to install and implement the requisite support and information technology infrastructure (mentioned in Section 6) to enable the Purchaser to meet the operational objectives. It will be the Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/ Sites/Hardware/Software.

3. In addition to the aforementioned, the Bidder shall perform the Services at various locations specified by the Purchaser and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, LAN setup, service delivery mechanism by qualified personnel and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof.

4. 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 Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

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/Systems or any part thereof in India, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and Purchaser 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. Purchaser will give notice to the Bidder of such claim, if it is made, without delay.
Site preparation and installation

The Bidder shall be responsible for compliance with the technical and environmental specifications. The Bidder will designate the installation sites before the scheduled installation date, to allow Purchaser to perform a site inspection to verify the appropriateness of the sites before the commissioning of the Services/Systems.

Survival

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.

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

No Agency

The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agency relationship in this regard.

No Set-off, counter-claim and cross claims.

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

The Agreement

The Bidder shall enter into relevant agreement covering all related Parties at a later date, if required, incorporating the requisite terms and conditions herein in the form and manner and to the satisfaction of Purchaser.

Key Performance Measurements

Unless specified by the Purchaser to the contrary, the Bidder shall deliver the equipment and carry out the installations under and in accordance with the terms of this Contract.

Commencement and Progress

The Bidder shall proceed to carry out the delivery & installations with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract and shall meet the standards of good industry practice. Individual orders would be placed in a phased/staggered manner.
**Start of Installation**

Prior to taking up installation of any major component of work, the Bidder shall submit to Purchaser his proposed procedures and obtain Purchaser’s approval in writing.

**Reporting Progress**

Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser. The Purchaser on mutual agreement between both Parties may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report.

Bidder shall provide inventory details at end of each month as per bank format.

Also the successful Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress and various issues concerning efficient and timely execution. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion.

The submission to an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract.

In case during execution of works/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

**Adherence to safety procedures, rules regulations and restriction**

1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

Statutory Requirements:

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

Purchaser’s Right of Inspection and Periodic Audit

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

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

3. Purchaser's right to inspect, test and, where necessary, reject the Goods/Services after the Goods/Services' arrival at the destination shall in no way be limited or waived by reason of the goods/services having previously been inspected, tested, and passed by Purchaser or its representative prior to the Goods/Services' shipment from the place of origin.

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

Contract Prices

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

Information Security

1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser’s premise without written permission from the Purchaser.
2. The Bidder personnel shall follow Purchaser’s information security policy and instructions in this behalf.

3. Bidder acknowledges that Purchaser’s business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder’s duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

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

**Records of Contract Documents:**

1. The Bidder shall at all time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.

2. The Bidder shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of Bidder’s offices are deployed in the works, all requirements of the Contract and Bidder’s obligation under the Contract shall apply equally at each office so deployed.

**Ownership and Retention of Documents**

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

2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser 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 Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.
Data and Hardware

By virtue of this Contract, the Bidder’s team may have access to personal and business information of the Purchaser and/or a third party or any taxpayer, any other person covered within the ambit of any Income tax legislation. The Purchaser have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Bidder or Bidder’s team in the course of performing the Services under this Contract.

Representations and Warranties

In order to induce the Purchaser 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:

1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other 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/Systems sought by the Purchaser, under and in accordance with this Contract.

2. 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 and delivery of Services/Systems under the Contract.

3. 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 Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

4. 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.

5. 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 and Statutory requirements.

6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or 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.

7. That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make
such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

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 Purchaser its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

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.

10. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.

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 or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

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.

13. That all conditions precedent under the Contract has been complied.

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 of 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.

15. That the Bidder certifies that all registrations, recordings, filings and notarizations 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.

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 Purchaser, which may directly or indirectly have a bearing on the Contract.
17. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

18. 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 Purchaser indemnified in relation thereto.

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:

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

ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

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

iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

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

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

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.
Term and Extension of the Contract

1. The term of this Contract shall be initially for a period of twelve months from the date of signing of agreement.

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

Termination

1. The Purchaser may, terminate this Contract by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
   
i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.
   
   ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

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

3. Termination for breach: The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

Consequences of Termination

1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.
2. In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

3. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Bidder for that part of the equipment procured which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination, without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. 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 Purchaser and as may be proper and necessary to execute the Services under the Contract in terms of the Bidder’s Bid and this Contract.

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

5. 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.

6. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Bidder is obliged to transfer the legal ownership of such property that is supplied and installed at Purchaser locations for the purpose of completion of project to the Purchaser for a total consideration of Re. 1 (Rupee One only), at the time of expiration of the term of this Contract. If this Contract is terminated prior to the completion of Services the Bidder shall be obliged to transfer the ownership of the equipment and licenses thereon to operate in the existing Data Center, Disaster Recovery Site, LAN and WAN infrastructure provided under this contract to Purchaser.

7. Termination survives the Contract.

8. In the event of termination of this Contract due to any cause whatsoever, the Bank /Purchaser shall have the right to publicize such termination to caution the customers from dealing with Bidder.
Conflict of interest

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

Publicity

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

Relationship between the Parties:

1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder’s Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.
2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
3. The Purchaser has no obligations to the Bidder’s team except as agreed under the terms of this Contract.

No Assignment

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

Entire Contract

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

Governing Law

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

Jurisdiction of Courts

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

“No Claim” Certificate

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

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

**Completion of Contract**

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

**Penalty**

1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level Measurement Document given in Section 4.

2. The ongoing performance and service levels of the Bidder will be measured as per parameters defined in Section 4 of the Bid Document.

3. The Non-coordination related penalties will be applicable to the Bidder responsible for delay/default as provided under the Bid Documents.

**Insurance to be taken out by the Bidder**

1. The Bidder shall:

   a. take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.

   b. at the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

2. Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder’s property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

3. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.

4. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.
SECTION 4

Purpose:

1. This section lists the minimum service level require to be maintained by Bidder on award of the contract.

2. The Bidder has to enter into a service level contract with the Bank before the award of the contract as per the format provided by the Bank.

Service Level expectations for IT equipments:

1. The Bidder will offer warranty for the hardware against defects arising out of faulty design, materials and workmanship for a period of: 3 years from the Date of Acceptance of the entire hardware.

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

3. The Bidder shall provide all normal toolkit and test equipment needed for the maintenance of the hardware to the engineer.

4. Shifting Support: In case the Bank wishes to shift the Self Service Passbook Printing Kiosk from one place to another, in the same city, an engineer will be made available by the bidder for the purpose of dismantling, pre-shifting inspection, post-shifting inspection, installation etc. the Bank will reimburse all expenses for packing, shifting, insurance and other incidentals on actual. The Bank shall not be responsible and shall not be liable to pay for any losses, costs, expenses, damages and or otherwise incurred on account of any damage to the items of equipments, tools and machinery while such shifting is being carried out.

Implementation and Integration services
The Bidder will be required to get the Acceptance Certificate in original duly signed & stamped by the IDBI branch representative for having supplied, installed and commissioned the aforesaid equipments at respective location. Payments will be released on submission of duly signed installation reports.

UPTIME
The bidder should ensure 98% uptime (on monthly basis) during warranty period & AMC period. Uptime will be calculated on availability of any single Kiosk unit to the end customer for the transaction supported by the Kiosk unit. Exception and exclusion for downtime will be provided for any cause attributable to the Bank Branch/Bank’s infrastructure & non availability of back end systems.

Penalties:

- For any delay in delivery, installation and commissioning beyond the specified period, a penalty @ of 1% of the purchase order value per week or part thereof will be levied, subject to maximum of 5%.
In case the delay in delivery exceeds more than 5 weeks, the Bank reserves the right to cancel the order and no payment will be made to the vendor.

The Bank shall enter into an agreement with vendor for the procurement of the Self Service Passbook Printing Kiosk. The agreement will be signed in Mumbai and stamped as per Maharashtra state stamp duty prevailing at the time of execution of the agreement and stamp duty has to be paid by the vendor.
SECTION 5

TECHNICAL BID FORM
(To be included in Technical Bid Envelope)

Date: ..................

Dy. General Manager,
IDBI Bank Limited,
13th floor, IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Dear Sir:

Reg: Engaging Bidder

Ref: ____________________________________

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

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

If our Bid is accepted, we will obtain bank guarantee in a sum equivalent to 15 (fifteen)
percent of the Contract Price for the due performance and observance of the Contract, in the
form and manner prescribed by and to the satisfaction of IDBI Bank Limited (Bank).

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

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

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

We agree and confirm that you are not bound to accept the lowest or any Bid you may
receive and you also have the right to re-issue/re-commence the Bid. Any decision in this
regard by you shall be final and binding on us.
We enclose a demand draft of Rs. ________/-(Rs. ____________ only) towards Bid Security, in favour of "IDBI Bank Limited." drawn on _____________, __________ Branch payable at Mumbai.

We understand that the Bid Security will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 90 (Ninety) days after the expiry of Bid validity period for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this ................................ day of ................................ 20.....

(signature)  (Name)  (in the capacity of)

Duly authorised to sign bid for and on behalf of

__________________________________________
# Commercial Bid Form

*(Price list for equipments)*

**Equipment as per technical specifications provided in RFP (forming part of TCO)**

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Item Description</th>
<th>Specification/Make</th>
<th>Qty</th>
<th>Unit</th>
<th>Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Self Service Passbook Printing Terminals including software for bar code printing (with 3 year warranty)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Solution for centralized monitoring of Self Service Pass Book Printing Terminals including middleware for connecting to kiosks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Annual Maintenance Charges for 4th year (subjected to Bank discretion)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Annual Maintenance Charges for 5th year(subjected to Bank discretion)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total**

Total amount inclusive of all taxes. *(In figures)*

Total amount inclusive of all taxes. *(In Word)*

**Terms & Conditions:**

a) IDBI Bank Ltd reserves the Right to accept any Bid, and to annul the Bid process and reject all Bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IDBI Bank Ltd’s action. Any decision in these regards by IDBI Bank Ltd shall be Final, conclusive and binding on the Bidder.

b) All the costs are in Indian Rupees. Also, all payments will be made in Indian Rupees ONLY on delivery & installation and on production of acceptance certificate.

c) The taxes & duties should be included in the cost quoted in 1 above. Octroi /entry tax, if applicable will be paid on actuals as applicable.

**Authorised Signatory**

Name:

Company Name and Stamp
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and .................. (Name of Bidder) of ......................... (please specify the registered office of the Bidder) (hereinafter called “the Bidder/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

WHEREAS, Bank called for the bids for engagement of Bidder to supply Self Service Passbook Printing Kiosk at locations in Scheme __ of the Bank. M/s……………………… (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services for installation and commission of Self Service Passbook Printing Kiosk, has submitted its bid.

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

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

It is hereby agreed as under:

a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

(i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

(ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain
confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

(iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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

(f) The receiving Party acknowledges the confidential nature of Confidential Information and the damage which could result to the disclosing Party if the receiving Party breaches any provision of the contract and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc from engaging in any such act.

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

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

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

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

Authorised Signatory

Name : 

Designation : 

Office Seal :

Place :

Date :

Accepted –

Bank
PRICE SCHEDULE – FORMAT
(To be included in the Price Proposal)

1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at fees mentioned in the financial bid.

2. The above fees include all costs, duties, levies, taxes and all other applicable charges including local travelling expenses, cost of stationery, assisting IDBI Bank in replying to inspection remarks of Bank’s, if any, etc.

3. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by IDBI Bank along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.

4. In case of discrepancy between unit price and total price, the unit price shall prevail.

5. In case of discrepancy between figures and words, the amount in words shall prevail.

6. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

7. For the above, any decision of IDBI Bank, in this behalf shall be final, conclusive and binding on Bidder / Bidder.

Signature of Bidder : _______________________

Name : ______________________

Business address : ______________________

Offices Seal : ______________________

Place :

Date :
CONTRACT FORM

THIS AGREEMENT made at………………… the ........day of ...................... 200 ... between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and ............... (Name of Contractor) of ................. (please specify the registered office of the (Contractor) (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Purchaser and Contractor are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited bids for certain Services viz………………………………. (Brief Description of Services) and has accepted a bid by the Contractor for rendering of the Services for the sum of ……………………… (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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

   a. Invitation for Bids
   b. Instructions to Bidders
   c. The Bid form and the price schedule submitted by the Bidder/Contractor;
   d. Service level expectations / Requirements
   e. The technical & functional specifications ;
   f. The terms and conditions of Contract ;
g. The purchaser’s notification of award;

h. Schedule of dates, amounts etc.

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to furnish necessary undertakings, guarantees and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of the Services and the remedying of defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and Delivered by the within named

Signature :
Name :
Date :- ..........................

IN THE PRESENCE OF

1. Signature 2. Signature
Name :- .......................... Name : ..........................
Address :- .......................... Address : ..........................
Signed and Delivered by .......... ..........................
the within named
M/s. ..........................
Date :- ..........................

IN THE PRESENCE OF :

1. Signature 2. Signature
Name - .......................... Name : ..........................
Address :- .......................... Address : ..........................
<table>
<thead>
<tr>
<th>Bank Guarantee No.</th>
<th>___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Guarantee</td>
<td>___________________________</td>
</tr>
<tr>
<td>Amount</td>
<td>___________________________</td>
</tr>
<tr>
<td>Expiry Date</td>
<td>___________________________</td>
</tr>
<tr>
<td>Claim Amount</td>
<td>___________________________</td>
</tr>
<tr>
<td>Account</td>
<td>M/s.</td>
</tr>
</tbody>
</table>
GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at ___________ this ________ day of _______________ Two Thousand Seven

BY:

______________________ Bank, a body corporate constituted under _______________, having its Registered Office/ Head Office at ________________, and a Branch Office at ___________________________________________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, Bank called for the bids for engagement of bidder to installed and commission of Self Service Passbook Printing Kiosks for the Bank. M/s…………………… have been appointed as the bidder (hereinafter referred to as " bidder") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the bidder has duly confirmed the same.

2. AND WHEREAS pursuant to the Bid Documents, the Contract, and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s…………………… and M/s……………………………, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

3. AND WHEREAS the bidder has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a bank acceptable to the Bank for securing towards faithful observance and performance by the bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the bidder, the Guarantor has agreed to guarantee the Bank, payment of the 15% of the Contract Price amounting to \( \ldots \) \(^\text{in words}\) towards faithful observance and performance by the Bidder of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
   i. any change in the constitution or winding up of the bidder or any absorption, merger
      or amalgamation of the bidder with any other company, corporation or concern; or
   ii. any change in the management of the bidder or takeover of the management of the
      Bidder by the Government or by any other authority; or
   iii. acquisition or nationalization of the bidder and/or of any of its undertaking(s)
      pursuant to any law; or
   iv. any change in the constitution of Bank/ bidder; or
   v. any change in the set up of the Guarantor which may be by way of change in the
      constitution, winding up, voluntary or otherwise, absorption, merger or
      amalgamation or otherwise; or
   vi. the absence or deficiency of powers on the part of the Guarantor to give
      Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor
   hereunder shall not exceed the rupee equivalent of .................................................. (in words)
   being the 15% of the Contract Price.

7. This Guarantee will expire (1½ years from date of issue of LoI/PO) (validity period).
   However, any demand or claim under this Guarantee must be received by the Guarantor
   within a period of 6 months or 180 days (Claim period) after the expiry of the validity period
   and if no such demand or claim has been received by the Guarantor within 6 months or 180
   days after the expiry of the validity period, then all the rights of the Bank under this
   Guarantee shall cease.

8. The Guarantor hereby agree and undertake to extend the validity period of this guarantee
   for a further period as decided by IDBI Bank when such request is received at least 15 days
   before the expiry of validity period of the guarantee.

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

6. Any act or omission, time or indulgence granted by IDBI Bank to the Bidder and/or
   Guarantor if any will also not discharge this Guarantee or otherwise vitiate or affect or
   prejudice this Guarantee. Notwithstanding anything to the contrary contained herein,
   and/or any indulgence shown by IDBI Bank, the Guarantee hereby furnished shall
   remain in full force and effect until the ultimate balance of the entire dues of IDBI Bank
   being Rs [●] under this Guarantee as aforesaid have been paid in full.
7. The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government or any political subdivision or authority and therein and thereof.

8. The Guarantor confirms that a mere letter from IDBI Bank under the signature of its Authorized Signatory that there has been a default/failure on the part of the Bidder in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the contract the said documents, shall without any other or further proof be final, conclusive and binding on the guarantor.

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

SIGNED AND DELIVERED BY

the within named Guarantor,

__________________________

by the hand of Shri.__________,

its authorised official.
ACCEPTANCE CERTIFICATE

No. Date:

M/s.

Sub: Certificate of commissioning of Self Service Passbook Printing Kiosks

1. This is to certify that the Self Service Passbook Printing Kiosks as detailed below have been received in good condition along with all the standard and special accessories (subject to remarks in para No. 2) in accordance with the Contract/Specifications. The same have been installed and commissioned.

   a. Contract No. _____________________ dated __________
   b. Description of Self Service Passbook Printing Kiosk __________________________
   c. Quantity __________________________
   d. Date of commissioning and proving test __________________________

2. Details of services not yet supplied and recoveries to be made on that account:

   Sr. No. Description Amount to be recovered

3. The Contractor has fulfilled his contractual obligations satisfactorily*

Or

The Contractor has failed to fulfill his contractual obligations with regard to the following:

   (a)
   (b)
   (c)
   (d)

1. The amount of recovery on account of non-render of Services /Systems is given under Para No. _____.
2. The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature : __________________
Name : ________________
Designation : ________________

Explanatory notes for filing up the certificates :

a. He has adhered to the time schedule specified in the contract in dispatching / installing the equipment / manuals pursuant to Technical Specifications.

b. He has supervised the commissioning of the services in time i.e., within the period specified in the Contract from the date of intimation by the Purchaser in respect of the installation of the equipment.

c. Training of personnel has been done by the Contractor as specified in the Contract.

d. In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.
Format for Unconditional Acceptance of Terms & Conditions of the RFP

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

To,
General Manager,
IDBI Bank Ltd.
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Ref: RFP for supply of Self Service Passbook Printing Kiosk

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for IDBI Bank Ltd. regarding supply of Self Service Passbook Printing Kiosk.

Authorized Signatory

( )
Designation
Company Stamps

BANK DETAILS
(to be included in Technical Bid Envelope)

Successful Bidder is advised to open an Account with Bank to facilitate easy and timely credit of payments for goods delivered / services rendered.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bank</td>
</tr>
<tr>
<td>3</td>
<td>Contact Person</td>
</tr>
<tr>
<td>4</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>5</td>
<td>Fax No and e-mail</td>
</tr>
<tr>
<td>6</td>
<td>Over Draft Limit</td>
</tr>
<tr>
<td>7</td>
<td>Bank Guarantee Limit</td>
</tr>
<tr>
<td>8</td>
<td>Remarks, if any</td>
</tr>
</tbody>
</table>

Corporate Authorisation details.

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

Signature: Signature:

Name of the Authorised Person: Name of the Authorised Person:
Designation: Designation:
Company Seal Banker Seal

All authorizations should be collected.
DEED OF INDEMNITY

This Deed of Indemnity executed at Mumbai on the _____ day of _______ by ________________________________ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

(1) The Obligor has

(a) offered to Bank to supply the equipments (software and hardware) & provide / carry out the services of bidder and installed and commissioned at XXXXXXXXXXXXXXX, as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;
(b) represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to Bank;
(c) represented and warranted that the aforesaid services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of Bank;
(d) represented and warranted that they are 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 XXXXXXXXXXXXX (the Agreement) with the Obligor;

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

NOW THIS DEED WITNESSETH AS UNDER:-

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

(1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.

(2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorisations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgements, and or otherwise ion 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) Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI.

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

Signed and Delivered on behalf of )
( ________________________ )
by the hand of _____________________,
________, the authorised official )
of the Obligor )
SECTION 6

Scope of Work

1. The bidder should provide Bar code based passbook printing kiosk solution, including but not limited to providing of the required hardware, software, databases, middleware, third party utilities, if any and installation, testing commissioning, warranty, annual maintenance, required/guaranteed uptime, etc. The kiosk will have to be integrated with the existing core banking system of the Bank. The bidder will liaison and implement necessary configuration with the network and other hardware bidders of the IDBI Bank. Every kiosk should be integrated as a single unit and it should be installed at a level convenient for the customers to stand and operate.

2. The Bank would only provide network access required for the above kiosks. The solution proposed must adhere to ISO 8583 messages and bidder should integrate the solution with Finacle Host System (existing or higher version). For doing so, if required the bidder shall have to coordinate with prime bidder/system integrator, who has implemented CBS in the Bank, for integrating the Self Service Kiosks with Finacle system. The bidder should do necessary modifications or changes to integrate the self service passbook printing kiosks with Bank’s core Banking System,i.e. Finacle without any additional cost to the the Bank.

3. A solution should be provided to print the Bar code from the individual terminals at branches i.e. the printing .exe (dot exe) should be placed. In CBS a separate option will be provided to check and print the bar code whenever account number is given by the user. After checking the account number the system should call the .exe file for printing bar code which is to be made available.

4. The scope of the services is to be provided for a period of 5 years from the date of project sign off by the IDBI Bank.

5. The bidder should maintain the system during the warranty period of three years and post warranty AMC for minimum two years. During the warranty and AMC period, the bidder is bound to do all the hardware spares replacement in order to maintain the required uptime, without extra cost to the Bank covering all parts and labor from the date of acceptance of the systems by the Bank at the respective locations i.e. on-site comprehensive warranty. Under AMC all parts and labor should be covered for on-site support. The Bank, however, reserves the right to enter into AMC agreement either location wise/ circle wise or from a single centralized location.

6. The Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, environmental conditions, illumination, earthling etc.
7. The bidder shall deliver Self Service Kiosks at the respective sites as per the delivery schedule on receipt of the purchase order from the Bank, failing which the Bank reserves the right to levy liquidated damages.

8. For each site, the bidder is expected to provide Self Service Kiosks with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc. The software version installed on the Self Service Kiosks provided by the bidder should be uniform across all Self Service Kiosks of that type.

9. The bidder would be responsible for timely applying/loading of all the software patches into all the Self Service Kiosks and other hardware if any during the warranty and AMC period. This job has to be done as a part of warranty and AMC support services without any extra cost.

10. Successful bidder will provide software solution to provide MIS reports at machine level as well as from centralized location. Solution should be capable of generating suitable MIS reports customized to the Bank’s requirement in respect of activity, uptime, fault event. Typical fields in this MIS: No. of passbooks printed, No. of passbooks rejected, Reasons for rejection like Network failure, Power failure, 1st time printing, Barcode authentication failure, ‘Nothing to print’ etc.

11. Software solution should be capable of monitoring the uptime of all the machines configured on the Bank’s network on real time basis from a centralized location.

12. The bidder will have to integrate their Self Service Kiosks with the Bank’s CBS host system (existing or higher) and make them operational within two weeks from the date of delivery at each site. Unsatisfactory experience of the Bank, non-fulfillment of criteria for integration as mentioned before may lead to cancellation of the order.

13. The bidder shall provide necessary hardware/application/middleware which should be interfaced with Finacle host system by the bidder.

14. The bidder has to obtain transit insurance cover for the Self Service Kiosks from their factory/go-down to the site and such insurance cover should be available till installation of the Self Service Kiosks. If installation is delayed due to Bank’s reason, the insurance must be available for minimum 30 days from the delivery of the Self Service Kiosks for which bank will bear the cost.

15. No visit/service charges will be borne by the Bank for upgradation of the software/replacement of hardware component pertaining to Self Service Kiosks for the purpose of enhancing their functionality to meet mandatory compliance from concerned authorities. Any upgradation should be completed within 30 days from the date of request of the Bank.
16. The bidder should provide user level training or demo and operational guidelines to the designated the Bank personnel. The checklist and the user manual for proper maintenance of kiosks are to be provided to each branch.

17. The bidder will be the single point of contact to the Bank.

18. The bidder should note that Self Service Kiosks being procured will be deployed on various locations as per requirements of business of the Bank and the bidder will be required to support all such installations. The list of the locations is mentioned in Annexure II. Bank reserves the right to change locations by giving prior notice. The vendor will arrange to shift the equipment and install and commission the same. Bank will bear transportation & transit insurance cost only in respect of shifting.

19. The bidder should ensure that the solution should develop interface, if any, to have handshake/ interface/ integration with the Bank’s existing hardware/ software without any additional cost to the IDBI Bank.

20. The configuration as per the technical and other specifications of the kiosk machines must be functional and installed from the day kiosk is functional.

21. The solution provided by the bidder should support all types of passbook (different shapes, orientation & alignments) and printers belonging to different model. The bar code scanner should be inbuilt and not to be exposed outside. The bar code printer should support either on sticker or on the passbook itself.

22. All changes related to printing and other alignments should be done in the kiosk application without touching the CBS application.

23. The kiosk application should not store any data related to customer and only logs to be stored.

24. The bidder shall provide proof of concept within one week from the acceptance of the order regarding functioning of the kiosks with the integration of CBS.

25. The bidder shall customize the kiosk with the Bank logo and stickers along with the installation.

26. Bar code should be printed by the existing passbook printers in the branch. Bar code printing should not affect the existing settings of the printer and it should not affect the CBS options available to the Teller. Further, both the options of printing the passbook and printing bar code should work without affecting the functioning of the passbook printer/ Teller PC ( without bringing down the system or without changing the settings of the printer or without any human intervention like pressing the ONLINE or OFFLINE button of the existing passbook printer at the branch).

27. For display of the messages, the languages should be configurable in Hindi, English and One of the regional languages (specified by the Bank) as per the Bank requirements, which are to be preloaded in the kiosk.
28. For voice enabled audio, the languages should be configurable in Hindi, English and One of the regional languages (specified by the Bank) as per the Bank requirements, which are to be preloaded in the kiosk.

29. Detailed log report for the activities in the kiosk is to be generated and stored locally in kiosk. This log file should be in a normal readable format and to be accessible by the Bank in case of need.

30. User information display screen shall be provided by the bidder and the Bank shall approve the same for loading in the kiosk.

31. Bar code should be printed by the existing passbook printers of the branch. Bar code printing should not affect the setting of printer and it should not affect the CBS options available to the teller. Further, both i.e. printing the passbook and bar code should work simultaneously and without Teller intervention with printer/ re-start the printer.

**Technical Requirement of Self Service Passbook Printing Kiosk**

<table>
<thead>
<tr>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Kiosk Properties</strong></td>
</tr>
<tr>
<td>Rectangular in shape</td>
</tr>
<tr>
<td>Compact, Sleek and Edgeless</td>
</tr>
<tr>
<td>Exterior: Height- 5.2 feet, Width- Max 2.25 feet, Depth- 2.5 feet</td>
</tr>
<tr>
<td>Keyboard (if any): Height from base 3-3.75 feet</td>
</tr>
<tr>
<td>Passbook Printer: Height from base 2.75-3.5 feet</td>
</tr>
<tr>
<td>Keyboard and mouse for maintenance purposes and the same are to be placed inside the kiosks or as decided by the Bank</td>
</tr>
<tr>
<td>Mounting Type: Floor Mounted</td>
</tr>
<tr>
<td>Mobility: Plug and Play</td>
</tr>
<tr>
<td>Wake on LAN, Audio line out, Line in, Speaker (external)</td>
</tr>
<tr>
<td>Sheet Metal: IS513 Draw material or equivalent to 1.6 mm</td>
</tr>
<tr>
<td>Powder coated</td>
</tr>
<tr>
<td>Provision to bolt the kiosk to floor</td>
</tr>
<tr>
<td>Strong mechanical key lock</td>
</tr>
</tbody>
</table>

2. **Technical Specification for Bar Code Printer**

The printer should be able to print barcodes of all popular symbologies, including Code 128, with up to 36 Characters

<table>
<thead>
<tr>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution: Minimum 203 DPI(dots per inch)</td>
</tr>
<tr>
<td>Print method: Thermal transfer</td>
</tr>
<tr>
<td>Processor: 32 bit RISC</td>
</tr>
<tr>
<td>Print Speed: Min.4 IPS(inches per second)</td>
</tr>
<tr>
<td>Print length: 1000mm or higher</td>
</tr>
<tr>
<td>Print Width: Maximum 104 mm</td>
</tr>
<tr>
<td>Label roll Size: Maximum Diameter-130 mm</td>
</tr>
<tr>
<td>Label Size: 60 mm(L) x 25 mm (W)</td>
</tr>
<tr>
<td>Memory: Min.8MB DRAM, Min.2MB Flash ROM</td>
</tr>
</tbody>
</table>
### Interface: Parallel/USB along with necessary software

Bidder should ensure that the Printer is compatible with the Self Service Passbook Printing Kiosk being used by the Bank.

### 3. CPU

- Intel based system - Intel i3 (minimum) processor 2100 or above, 3.10 GHz or above running on Windows 7 or higher
- Intel core i3 or above Processor, 1MB Cache, 2 GB DDR3 RAM, 2X160 GB HDD (1 primary hard disk + 1 secondary disk for mirror), 52x CDRW, Gigabit Network Interface, min 4 USB, 2x Serial and 1x Parallel Ports for connection of the required peripherals, 2x PS/2 ports, 1x VGA, 10/100 mbps Ethernet card and audio port, Inbuilt SMPS to work on 230V 50 MHz power supply or external adapter ROHS certified, Mouse and Keyboard, OS hardening (with Firewall)

### 4. Operating System

- The Operating System on kiosk should be GUI based (TCP/IP enabled) and supported by OS provider
- OS should be Windows 7 or above, capable of multitasking real time operations

### 5. Touch Screen

- Size: 15” minimum
- Type: Capacitive/SAW
- Material: Pure Glass
- Touch-Screen Resolution: 4096 touch points per axis within the calibrated area or higher.
- Antiglare Surface: 6:1 minimum
- Light Transmission: >90%
- Accuracy: Less than +1% error within the active area.
- Response time: < 16 ms
- Endurance: Scratch resistant (must withstand more than 50,000,000 touches in one location without failure)
- Impact Resistant: meets GB9633-1988 and UL-60950-1 steel ball test or equivalent
- Operating Temperature: Upto 40 degree C

### 6. Passbook Printer

- Standard passbook printer (all make and models) with inbuilt barcode scanner including the required serial/parallel/USB ports to meet RFP requirement
- Any change in passbook design /printing format in future should be supported
- Font size of passbook to be printed is Arial 10 or as per the directions of regulatory authority/RBI from time to time
- Print speeds up to 480 cps or higher
- Print Head Life of minimum 400 million characters
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. <strong>Message</strong></td>
<td>Display of messages/instructions to the customers in multilingual capability i.e. Hindi, English and any one regional language (to be decided by Bank)</td>
</tr>
<tr>
<td></td>
<td>Compatible with ISO8583-1993 version</td>
</tr>
<tr>
<td>8. <strong>Voice Enabling</strong></td>
<td>Voice enabled kiosks should support Hindi, English and any one regional language (to be decided by Bank)</td>
</tr>
<tr>
<td></td>
<td>Voice clarity should be uniform across all kiosks</td>
</tr>
<tr>
<td></td>
<td>The kiosk should be voice enabled and it should be capable of giving instructions through speakers so as to enable the customers to update passbooks.</td>
</tr>
<tr>
<td>9. <strong>Bar Code</strong></td>
<td>Solution to be provided to print bar code directly on top of the passbook or on the sticker which is affixed on the passbook, with the existing passbook printers available at branches of any standard models like <strong>Epson, Olivetti, Lipi, TVSE, etc.</strong></td>
</tr>
<tr>
<td></td>
<td>Along with bar code, account number is to be printed on the passbook/sticker</td>
</tr>
<tr>
<td></td>
<td>Should be capable of operating in Auto Trigger Mode for hands free operation and reads barcodes of all popular symbologies, including Code 128, with up to 36 Characters</td>
</tr>
<tr>
<td>10. <strong>Network</strong></td>
<td>Should be able to connect to any type of network switch. Bank will provide LAN port (RJ45).</td>
</tr>
<tr>
<td>11. <strong>Whether Condition</strong></td>
<td>Resistance to Indian whether, vandal proof and pertinent to and Indian usability condition</td>
</tr>
<tr>
<td>12. <strong>Power</strong></td>
<td>Support input voltage of 230 V AC/ 50 Hz +/- 5% variation. Bank will provide power point &amp; fuse.</td>
</tr>
<tr>
<td>13. <strong>Cabinet</strong></td>
<td>The cabinet must house all the components of the terminal / kiosk and must be ergonomically designed and of compact design as per make &amp; model approved by Bank.</td>
</tr>
<tr>
<td></td>
<td>All devices must be optimally located and secured, with easy serviceability.</td>
</tr>
<tr>
<td>14. <strong>Application Software</strong></td>
<td></td>
</tr>
<tr>
<td>Desired Work Flow : Pass Book Printing Kiosk terminal -&gt; Middleware -&gt; Finacle Connect24 (Optional) - &gt; Finacle Core</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Will be a communication tool and will maintain log for all transactions between Pass Book Printing kiosk and Finacle.</td>
<td></td>
</tr>
<tr>
<td>Capable of remotely managing the kiosk transactions.</td>
<td></td>
</tr>
<tr>
<td>Component level health monitoring like Printer</td>
<td></td>
</tr>
<tr>
<td>Remote loading of Patch as and when needed like anti-virus updates</td>
<td></td>
</tr>
<tr>
<td>Web based Central Office application with admin, supervisor rights.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. <strong>Add On</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stickers are to be provided with the Bank logo and the matter is to be provided by the Bank.</td>
</tr>
</tbody>
</table>
# Fulfillment of Eligibility Criteria

*(To be submitted on the Company’s Letter Head)*

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description</th>
<th>Document Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be OEM (Original Equipment Manufacturer)</td>
<td>OEM Certificate Copy</td>
</tr>
<tr>
<td>2.</td>
<td>The Bidder submitting the offer should be registered company in India</td>
<td>Certificate of Incorporation / Articles and Memorandum of Association</td>
</tr>
<tr>
<td>3.</td>
<td>The Bidder should have a minimum turnover of Rs 20 crores during last three financial i.e. 2010-11, 2011-12 and 2012-13. This must be individual company turnover and not of any group of companies.</td>
<td>Balance Sheet &amp; Profit and Loss Account Statement for last three years</td>
</tr>
<tr>
<td></td>
<td>The brand/model offered by the Bidder should have minimum 100 self service passbook printers installed in the last 3 years in India for 2 Bank’s as on March 31, 2013.</td>
<td>Order copies and letters of confirmation from the Bank where the supply has been made.</td>
</tr>
<tr>
<td></td>
<td>The Bidder should have executed atleast 2 orders of SSPBP in two different Banks of which 1 Banks should be using Finacle as its Core Banking Solution and the Vendor should have integrated the SSPSB with Finacle.</td>
<td>Order copies and letters of confirmation from the Bank where the SSPBP has been executed</td>
</tr>
<tr>
<td></td>
<td>The self service passbook printers to be supplied would need to be integrated with the Finacle core banking software of M/S Infosys Ltd..</td>
<td>Undertaking from the Bidder</td>
</tr>
<tr>
<td></td>
<td>The Bidder should have its own exclusive self service passbook printers support infrastructure in at least 20 states covering minimum 100 centers across the country to service all self service passbook printer locations of the Bank.</td>
<td>List with detailed addresses including PIN Code</td>
</tr>
<tr>
<td></td>
<td>The Bidder should have arrangement to provide 24 * 7 support and also arrangements to provide All India toll free/ contact number for lodging the complaints and escalations thereof. Bidder is required to support such installations and will have to enter into SLA for uptime guarantee.</td>
<td>Undertaking with details</td>
</tr>
<tr>
<td>4.</td>
<td>The production unit / factory of the brand of self service passbook printers being quoted should be ISO 9001:2008 certified. If the production units are outside India, it should meet equivalent international standards.</td>
<td>Certificate Copy</td>
</tr>
<tr>
<td>7.</td>
<td>The OEM should not be blacklisted by any Govt., PSU or PSB during the last three years</td>
<td>Self Declaration</td>
</tr>
<tr>
<td>8.</td>
<td>Authorization for signing of RFP Document</td>
<td>Certified true copy of Board Resolution towards authorizing the signatory to sign all documents in respect of RFP including the commercial bid</td>
</tr>
</tbody>
</table>
Undertaking

(On Stamp Paper of relevant value)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the terms, conditions, covenants, provisions and stipulations of Bid and are liable to any punitive action for furnishing false information / documents.
General Manager,
IDBI BANK Ltd. Head Office,
IDBI Tower, 13th Floor,
WTC Complex,
Cuffe Parade,
Mumbai- 400 005.

Dear Sir,

**RFP for Supply, Installation and maintenance of Automated passbook printing kiosk**

We, ________________________, manufacturers of _______________ having factories at ________________ do hereby authorize ______________________ to offer their quotation, negotiate and conclude the contract with you against the above Request for Proposal.

We confirm that our brand has _____ number of kiosks deployed for various banks in India.

We also confirm that as per IDBI BANK Ltd’s requirements, we have offered the latest models of the company in the current bid.

We hereby extend our full guarantee and warranty as per terms and conditions contained in the RFP and services offered against this RFP by the above firm.

Yours faithfully,

(Name and Designation)

For and on behalf of _______________________

**Note:** This letter of authority should be on the letterhead of the manufacturing concern and should be signed by an authorized person of the concern.
## Locations

### Annexure- II

<table>
<thead>
<tr>
<th>City</th>
<th>City</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agartala</td>
<td>Fatehpur</td>
<td>Nashik</td>
</tr>
<tr>
<td>Agra</td>
<td>Gaya</td>
<td>Navi-Mumbai</td>
</tr>
<tr>
<td>Ahmadnagar</td>
<td>Gulbarga</td>
<td>Navsari</td>
</tr>
<tr>
<td>Ahmedabad</td>
<td>Guwahati</td>
<td>Patna</td>
</tr>
<tr>
<td>Allahabad</td>
<td>Hajipur</td>
<td>Perumbavoor</td>
</tr>
<tr>
<td>Almora</td>
<td>Haldwani</td>
<td>Pune</td>
</tr>
<tr>
<td>Ambikapur</td>
<td>Hardwar (Haridwar)</td>
<td>Puri</td>
</tr>
<tr>
<td>Amravati</td>
<td>Hassan</td>
<td>Raichur</td>
</tr>
<tr>
<td>Anantapur</td>
<td>Hubli</td>
<td>Raigad</td>
</tr>
<tr>
<td>Ankleshwar</td>
<td>Hyderabad</td>
<td>Raigarh</td>
</tr>
<tr>
<td>Asansol</td>
<td>Indore</td>
<td>Raipur</td>
</tr>
<tr>
<td>Aurangabad</td>
<td>Jalgaon</td>
<td>Rajkot</td>
</tr>
<tr>
<td>Badlapur</td>
<td>Jamshedpur</td>
<td>Rajnandgaon</td>
</tr>
<tr>
<td>Bagalkot</td>
<td>Jangipur</td>
<td>Ranchi</td>
</tr>
<tr>
<td>Balasore</td>
<td>Jharsuguda</td>
<td>Rangareddi</td>
</tr>
<tr>
<td>Bangalore</td>
<td>Kakinada</td>
<td>Renukoot</td>
</tr>
<tr>
<td>Bankura</td>
<td>Kankurgachi</td>
<td>Saharanpur</td>
</tr>
<tr>
<td>Baroda</td>
<td>Kannur</td>
<td>Salem</td>
</tr>
<tr>
<td>Belgaum</td>
<td>Kanpur</td>
<td>Sanawad</td>
</tr>
<tr>
<td>Bellary</td>
<td>Katihar</td>
<td>Sangli</td>
</tr>
<tr>
<td>Berhampure</td>
<td>Khammam</td>
<td>Satara</td>
</tr>
<tr>
<td>Bhavnagar</td>
<td>Kochi</td>
<td>Satara City</td>
</tr>
<tr>
<td>Bhilai</td>
<td>Kolhapur</td>
<td>Shimoga</td>
</tr>
<tr>
<td>Bhopal</td>
<td>Kolkata</td>
<td>Siliguri</td>
</tr>
<tr>
<td>Bhubaneswar</td>
<td>Korba</td>
<td>Solapur</td>
</tr>
<tr>
<td>Bidar</td>
<td>Kottayam</td>
<td>Surat</td>
</tr>
<tr>
<td>Bidhan Nagar</td>
<td>Kozhikode</td>
<td>Tambaram</td>
</tr>
<tr>
<td>Bijapur</td>
<td>Latur</td>
<td>Thane</td>
</tr>
<tr>
<td>Bilaspur</td>
<td>Lucknow</td>
<td>Thiruvananthapuram</td>
</tr>
<tr>
<td>Bokaro</td>
<td>Madurai</td>
<td>Thrissur</td>
</tr>
<tr>
<td>Bolangir</td>
<td>Maldah</td>
<td>Tirupati</td>
</tr>
<tr>
<td>Chennai</td>
<td>Mangalore</td>
<td>Tirupur</td>
</tr>
<tr>
<td>Chikmagalur</td>
<td>Mathura</td>
<td>Tirur</td>
</tr>
<tr>
<td>Coimbatore</td>
<td>Medinipur</td>
<td>Trichy</td>
</tr>
<tr>
<td>Cuttack</td>
<td>Meerut</td>
<td>Udupi</td>
</tr>
<tr>
<td>Davangere</td>
<td>Moradabad</td>
<td>Varanasi</td>
</tr>
<tr>
<td>Dehradun</td>
<td>Mumbai</td>
<td>Vijayawada</td>
</tr>
<tr>
<td>Delhi</td>
<td>Muzaffarpur</td>
<td>Vishakhapatnam</td>
</tr>
<tr>
<td>Dhanbad</td>
<td>Mysore</td>
<td>Wardha</td>
</tr>
<tr>
<td>Dharwad</td>
<td>Nagpur</td>
<td></td>
</tr>
<tr>
<td>Durgapur</td>
<td>Nalanda</td>
<td></td>
</tr>
</tbody>
</table>