RFP for Rate Contract for Supply of Biometric Authentication Devices

REF No. IDBI/PCell/RFP/2018-19/08  
Dated: 01-September-2018
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4. Service Level Expectation (SLA) |
5. Penalty for Delay in Delivery |
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BIOMETRIC AUTHENTICATION DEVICES

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<tr>
<td>RFP Reference No</td>
<td>IDBI / PCELL/RFP/2018-19/08</td>
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<tr>
<td>Date of issue</td>
<td>01-September-2018</td>
</tr>
<tr>
<td>Last date of submission of Pre-Bid Queries</td>
<td>Date</td>
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<td>Time</td>
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<tr>
<td>Schedule of Pre-bid Meeting</td>
<td>Date</td>
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<td></td>
<td>Time</td>
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<td>Last date and time for submission of Technical bid</td>
<td>Date</td>
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<td>Date</td>
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<td>Time</td>
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<tr>
<td>Cost of the Bid Document</td>
<td>Rs.10,000/- (Rupees Ten Thousand + 18% GST ) in the form of Demand Draft / Bankers Cheque from a Scheduled Bank in favor of ‘IDBI Bank Limited’, payable at Mumbai only to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>A Bid Security of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of demand draft or pay order in favour of ‘IDBI Bank Limited’ payable at Mumbai only, to be submitted along with the Bid.</td>
</tr>
<tr>
<td>Schedule for Online Reverse Auction</td>
<td>Date &amp; Time will be intimated to the shortlisted Bidders</td>
</tr>
<tr>
<td>Submission of Bids / address for Communication</td>
<td>IDBI Bank Limited, IDBI Building, Ground Floor, Plot No. 39/40/41, Sector11, CBD Belapur, Navi Mumbai 400614, Maharashtra, India. Tel No: +9122 – 39148000</td>
</tr>
<tr>
<td>Place of Pre–bid meeting</td>
<td>IDBI Bank Limited, IDBI Building, Ground Floor, Plot No. 39/40/41, Sector11, CBD Belapur, Navi Mumbai 400614, Maharashtra, India. Tel No: +9122 – 39148000</td>
</tr>
<tr>
<td>Contact person</td>
<td>Shri Nitin Kulkarni Tel.- 022-39148080 <a href="mailto:nitink@idbiintech.com">nitink@idbiintech.com</a></td>
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**Note:**

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has 102 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries / negotiations will be entertained after the date and time mentioned under each head in this schedule.
DISCLAIMER

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

This RFP document is not an agreement and is neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). 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. Bank makes no representation or warranty, express or implied, and shall incur no liability whatsoever 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 information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Bank.

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

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding an all the parties directly or indirectly connected with the bidding process. Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank’s website, www.idbi.com for any changes / development in relation to this RFP.
SECTION – 1

1. BACKGROUND

1.1. IDBI Bank Ltd (“IDBI Bank / Bank / Purchaser”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949). The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. RBI has categorized the Bank under a new sub group “Other Public Sector Bank”. The Bank is engaged in providing finance and conducting banking business.

2. PURPOSE OF THIS RFP

2.1. The purpose of this RFP is to invite bids from experienced suppliers / vendors of repute and credentials for Rate Contract for supply of 10,000 Nos. Of Biometric Authentication Devices (Devices) as per the detailed Scope of work (SOW).

3. BID SECURITY / Earnest Money Deposit (EMD)

3.1. The Bidder shall furnish as a part of its Bid, a Bid Security of Rs. 5,00,000/- (Rupees Five Lakhs Only) by way of demand draft or bankers cheque or pay order in favor of ‘IDBI Bank Limited’ payable at Mumbai. This Bid Security must accompany the technical bid.

3.2. Rejection of Bid: Any technical bid not accompanied by EMD as mentioned above, shall be summarily rejected by IDBI Bank, without any further correspondence.

3.3. The Bid Security shall be forfeited:

3.3.1. if a Bidder withdraws his bid during the bid validity period; or

3.3.2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

3.3.3. If the Successful Bidder fails to sign the contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the Bid Documents; or

3.3.4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by IDBI Bank in case the Bid is accepted.

3.4. The Bid Security shall not bear any interest.

3.5. The Bid Security of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.

3.6. The Bid Security of Successful Bidder will be refunded on execution of all legal documents including the submission of the Performance Bank Guarantee.
3.7. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

4. DUE DILIGENCE

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

5. COST OF RFP/BID DOCUMENT AND EXPENSES INCURRED WHILE BIDDING

5.1. The cost of RFP / Bid document is Rs. 10,000/- (Rupees Ten Thousand + 18% GST) (“Cost”). The prospective Bidder is required to pay the Cost in the form of a demand draft or banker’s cheque or pay order from any scheduled commercial bank in favor of ‘IDBI Bank Limited’, payable at Mumbai, at the time of purchasing the RFP/Bid Document. The Cost is non-refundable. Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the tender copy will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting. In case, the RFP/Bid Document is downloaded from IDBI Bank’s website www.idbi.com, the Cost as mentioned above should be paid along with the submission of the Bid. Bids received without the Cost shall be summarily rejected. It is hereby clarified that the amounts so paid towards cost of this RFP is not earnest money / security deposit and shall not be adjusted against any amounts paid/ payable by the Bidder.

5.2. The Bidder shall solely bear all expenses whatsoever associated with or incidental to the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for such expenses, regardless of the conduct or outcome of the bidding process including but not limited to cancellation / abandonment / annulment of the bidding process.

6. BIDDING IN CONSORTIUM

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

7. ELIGIBILITY CRITERIA FOR BIDDERS

All eligibility requirements mentioned below should be fulfilled by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. The details of the support documents are also mentioned in section titled “DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID”.
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<th>Eligibility Criteria</th>
<th>Documents to be provided</th>
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<td>7.1</td>
<td>The bidder should be registered as an IT / ITES company in India as per the Company Act 1956/2013 and should have been in existence for a period of at least 3 years as on date of the RFP.</td>
<td>Certificate of registration / incorporation</td>
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<td>7.2</td>
<td>The bidder should be an ISO 9001:2008 / ISO 27001:2005 certified company with a valid certificate.</td>
<td>Copy of ISO certification &amp; latest surveillance audit to be submitted.</td>
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<td>7.3</td>
<td>The bidder should be the Original Equipment Manufacturer (OEM) OR its authorized representative in India.</td>
<td>The bidder, on their company’s letter head shall provide a self-declaration about their OEM status. In case they are an authorized representative, authority letter from OEM on their letter Head needs to be provided.</td>
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<td>7.4</td>
<td>The bidder should have experience in supply and maintenance of devices to a minimum of 2 (two) reference sites for BFSI sector in India during the last 3 (three) years.</td>
<td>Copies of PO or Implementation certificate from the BFSI organizations to be submitted.</td>
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<td>7.5</td>
<td>The Bidder should have an Annual Turnover of at least Rs. 15 (fifteen) crore in each of the last three financial years.</td>
<td>FY 2015-16 Audited/Certified Financial statements. Provisional financial statement only for FY 2017-18 may be accepted.</td>
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<td>7.6</td>
<td>The Bidder should have had a positive net worth in the last three financial years.</td>
<td>FY 2015-16 FY 2016-17 FY 2017-18</td>
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<td>7.7</td>
<td>The bidder should have supplied a minimum of 10,000 devices on cap-ex/op-ex model to any PSU / Government / Bank / Insurance / Financial Institution (BFSI) in the last 3 financial years (cumulatively) and these devices should be working with the software applications of the respective organizations in a satisfactory manner.</td>
<td>Copy of the Purchase Orders (PO) along with the name of the bank/financial institution, contact person, contact number and the locations where the devices have been supplied.</td>
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<td>7.8</td>
<td>The bidder should not have been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. There should be no vigilance and/or court case pending against the bidder and no inquiry or investigation should pending against them from any statutory regulatory and/or investigation agency.</td>
<td>The bidder on their company’s letter head shall provide an undertaking to this effect.</td>
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<td>7.9</td>
<td>The device quoted should comply with the technical specifications mentioned in the Scope of Work (SOW).</td>
<td>Technical Specification Compliance sheet to be submitted as per format mentioned in the format titled “TECHNICAL SPECIFICATION COMPLIANCE (BIOMETRIC DEVICES) SHEET”</td>
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<td>7.10.</td>
<td>The proposed device should be able to successfully integrate with the Bank’s applications as listed in the Scope of work (SOW) or the application(s) provided by any other service provider that the Bank may engage in future.</td>
<td>The bidder on their company’s letterhead shall provide an undertaking to the effect that the devices shall be compatible to the applications and in case of need they will coordinate with the application vendor(s) of the Bank to resolve the issue in this regard (if any).</td>
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<td>7.11.</td>
<td>Any bidder who has been associated with The Bank for Supply, implementation and installation of Biometric Devices anytime during the last 3 years shall have to submit a satisfactory performance certificate [on Bank’s letterhead] issued by the IT Division of the Bank.</td>
<td>Satisfactory performance certificate issued by IT Division of the Bank.</td>
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<td>7.12.</td>
<td>Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.</td>
<td>Copy of NSIC certification to be submitted.</td>
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<td>MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible.</td>
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<td>MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP (Supporting documents of NSIC registration to be submitted).</td>
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<td>Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.</td>
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<td>7.13.</td>
<td>The device quoted by the bidder Should be certified by STQC</td>
<td>Copy of STQC certificate/application to be submitted</td>
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<td>7.14.</td>
<td>Bids should be made for latest models and should not include models which are marked to be withdrawn during the next 12months</td>
<td>The OEM on their company’s letterhead shall provide an undertaking to this effect</td>
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<tr>
<td>7.15.</td>
<td>The bidder should be able to deliver the devices, directly to at least 80% of the Bank’s branches within the stipulated time frame of 14 days.</td>
<td>The bidder on their company’s letterhead shall provide an undertaking to the effect that they would be able to deliver the devices directly to at least 80% of the Bank’s Branches within the stipulated time frame of 14 days.</td>
</tr>
<tr>
<td>7.16.</td>
<td>The Bidder should be able to carry out a “Successful” Proof of Concept (POC) in Bank’s environment as described in section titled “Proof of Concept” on Page 27.</td>
<td>N.A.</td>
</tr>
</tbody>
</table>

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

8. BID EVALUATION CRITERIA (BEC)

8.1. To meet Bank’s requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite experience and expertise in supply, installation and implementation of biometric devices, the
technical know-how, and the financial ability that would be required to successfully fulfill the requirement of the Bank.

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

8.3. The Bidders shall be short listed after the evaluation of their Technical Bids. Indicative Commercial Bids of only technically qualified Bidders will be opened. Indicative Commercial Bids of technically disqualified shall not be opened and will not be returned to the Bidder/s.

8.4. The actual price will be decided through an e-procurement (Online Reverse Auction) process. The Bidders will be shortlisted after the evaluation of their Technical Bids. Only the shortlisted (technically qualified) bidders will be permitted to participate in the ORA. The Bidders need to indicate whether any training is required for them to participate in the ORA process.

8.5. The Bidders must have a digital certificate in the name of Bidder Company to participate in the ORA.

8.6. The Successful Bidder shall be selected through an Online Reverse Auction on the basis of lowest price quoted, as concluded by the agency appointed by the Bank for conducting the ORA.

8.7. The Bidders participating in the ORA are bound by the outcome of the ORA.

8.8. Bank would reserve the right to split the order between L1 and L2 in the ratio 70:30 provided L2 agrees to match the price of L1 vendor.

8.9. During the contract period, if L1 Bidder is providing unsatisfactory support / service level, then remaining service shall be made from the L2 or L3 and higher Bidder and vice-versa. The Bank shall determine as to what would be construed as unsatisfactory support/service level and the decision of the Bank shall be final, conclusive and binding on all the parties.

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

Note: Bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Section 6 Annexure- I-TECHNICAL SPECIFICATION COMPLIANCE (BIOMETRIC DEVICES). Non-compliance to any of the criteria shall entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.
9. GUILDELINES FOR BIDDERS

9.1. The Bid consists of two parts namely, a Technical Bid and an Indicative Commercial Bid, which are required to be submitted in two separate sealed covers Marked as "Technical Bid" and "Indicative Commercial Bid".

9.2. Indicative Commercial Bids of only technically qualified Bids will be opened.

9.3. The bid response, duly addressed to Deputy General Manager, IT Division, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified must be submitted in person to the IDBI representative on or before the due date and at the address specified in the Document Control sheet.

9.4. The Bidder must submit a certificate as per Section 5 (1)-UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP as per format without deviations-on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. Modification to the Bid Document, if any, will be made available as an addendum on the Bank’s website and / or emailed to the prospective Bidders.

9.9. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders’ queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank’s website to get themselves updated on changes / development in relation to this RFP.

9.10. 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.

9.11. The Bidder should confirm in writing its obligation to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model.

9.12. 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.

9.13. In case of change in specification / certification due to Regulatory guidelines the Bank reserves the right, whether or not to procure the balance / additional quantity during the contract period.
9.14. Successful Bidder(s) would be required to sign along with the Contract, other forms contained in the Bid Document,) with IDBI Bank, at Mumbai only. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing/compensating these costs and expenses.

9.15. Quotations contained in the Bids shall remain valid for a period of 90 (ninety) days from the date of submission of the Bid in response to the RFP.

9.16. Prices quoted should be EXCLUSIVE of all applicable taxes.

9.17. Applicable taxes would be deducted at source, if any, as per prevailing rates.

9.18. The price (“Bid Price”) quoted by the Bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and cost of material.

9.19. The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct.

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

9.21. During the period of evaluation, Bidders may be asked to provide more details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.

9.22. The Bank’s decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.

9.23. 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 any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

9.24. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by the Bank and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by the Bank.

9.25. Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, etc. shall be some of the important criteria in selecting the bidder.

9.26. The Bids will be evaluated both on the Technical and Commercial merits and the Bank’s decision in this regard shall be binding, final and conclusive.
9.27. IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed IP in line with section 5.10 as a pre-requisite condition while submitting the bid.

9.28. The bank has appointed Shri. S. Srinivasan, IAS (Retd.) (M-9483536100/ E-mail-s.srinivasan1980@gmail.com) and Shri Ajai Kumar, ex-CMD, Corporation Bank (M-9619272893/ E-mail-ajai.kumar3@gmail.com ) as Independent External Monitor (IEM). The bidders having a grievance, if any, in the tendering process, may approach the IEM for a redressal of their complaints.

10. PAYMENT TERMS

10.1. No advance payment will be made on award of the contract.

10.2. 100% Payments will be released on submission of Invoice and delivery report All taxes, if any, applicable shall be deducted at source as per current rate while making any payment.

10.3. Payments will be withheld in case of Non-compliance of the terms and condition of this RFP.

10.4. The payment processing is done centrally at Mumbai. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 30 days from respective month end upon submission of all required documents.

10.5. Payment processing will be initiated only after ensuring that the vendor has submitted and executed all Legal documents.

10.6. Vendor has to submit the performance Bank Guarantee (in the manner and form as provided in the RFP) for 10% of total contract value upfront at the time of signing of the contract.

10.7. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts quoted and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.

10.8. All the payments to the Successful Bidder shall be subject to the performance/delivery of the Services to the satisfaction of IDBI Bank for this purpose.

10.9. Penalties / liquidated damages, if any, shall be deducted from the invoice value.

10.10. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, local body tax, fines and penalties (including without limitation GST, sales tax, value added tax, service tax, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Services.

10.11. In case of any penalties that are levied by the Bank, the vendor would have to furnish corresponding credit notes in favour of the Bank.
10.12. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s):-

i. Under no circumstances IDBI Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;

ii. IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

iii. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.

iv. Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.

v. It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of IDBI Bank’s obligations for payment under the Agreement.

11. DELIVERY PERIOD AND LOCATION

11.1. The delivery of the Devices shall be done at the specified locations within 14 days from the placement of order. Delivery of the equipment shall be made by the Vendor, PAN-India. The documents to be furnished by the vendor are:


   11.1.2. Copies of packing list identifying contents of each package

11.2. The delivery schedule specified above shall be strictly adhered to. Time is the essence of this Contract. The delivery of devices at location will be done on obtaining prior permission from dealing group. If, devices are delivered at any location without obtaining permission from dealing group then Bank will not be responsible for any further consequences.

11.3. The bidders should submit a list of support center addresses, contact person & the resolutions/response/Escalation matrix for these locations.

12. DELIVERY REPORTS

12.1. The delivery to be completed within the specified time.
12.2. The delivery report should be signed and stamped by authorized Branch official giving name, EIN and designation of the signatory.

12.3. Reason to be mentioned if there was delay for delivery of devices:

   12.3.1. If the delay for delivery is from vendor side – It should be mentioned as “Delay from Vendor side”.
   12.3.2. If the delay for delivery is from Branch side – The vendor needs to attach the email /signed statement on the delivery report from the branch official concerned clearly mentioning that “The delay is from Bank side due to (give reason)”

13. WARRANTY

13.1. Warranty will start from the date of delivery at branches / office (Proof of delivery to be kept on record)

13.2. The warranty period for each device will be 36 months from the date of delivery.

13.3. Upon receipt of notice of defect / error or deficiency, the Bidder shall, with all reasonable speed, replace the defective equipment thereof, without cost to Purchaser.

13.4. During warranty period, support should be from the vendor/OEM. If vendor is not able to resolve the issue, support should be directly provided from the OEM.

13.5. 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.

13.6. If the Bidder having been notified fails to remedy the defect(s) within the period specified in SLA section, 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.
1. PROCEDURE FOR SUBMISSION OF BIDS - GENERAL

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

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

1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations. The Bid submitted in case of a consortium shall be rejected without assigning any reason thereof.

1.4. The Bid shall contain the full name, address, telephone no. (mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared “Late”. No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

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

1.7. The EMD should be paid along with the Bid Document during submission. Bids without the EMD shall be rejected.

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

1.9. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.
1.10. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank and supporting documents and printed literature shall be in English.

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

1.12. Bank is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. Bank also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.13. The Technical Bid shall contain no financial/commercial details. However a copy of the Price Bid Form should be enclosed with the corresponding Technical Bid with the price column masked. A tick mark shall be provided against each item of the Price Bid Form to indicate that there is a quote against this item in the Price Bid. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.14. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

1.15. 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 Bank.

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

1.17. 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.

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

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

1.20. The Bidders shall seal and mark the Bid accordingly.
1.21. All the envelopes must be super-scribed with the following information:

1.21.1. Type of bid (Technical or Indicative Commercial)

1.21.2. Reference Number (IDBI – RFP – ..........)

1.21.3. Due Date

1.21.4. Name of Bidder

1.21.5. Name of the Authorized Person/Mobile Number of the bidding entity.

1.22. All Schedules, Formats and Annexure should be stamped and signed by the authorized signatory of the Bidder.

1.23. One sealed Technical Bid super scribed as “Technical Bid for RFP for Rate Contract for Supply of Biometric Authentication Devices” & one sealed Indicative Commercial Bid super scribed as “Indicative Commercial Bid for RFP for Rate Contract for Supply of Biometric Authentication Devices” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.

1.24. 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.

1.25. ENVELOPE-II (Indicative Commercial Bid): The Indicative Commercial Bid should give all relevant indicative price information and should not contradict the Technical Bid in any manner. The Indicative Commercial Bid should be submitted in the specified format only.

1.26. Based on the indicative prices IDBI Bank will decide on the start-price for the Online Reverse Auction.

1.27. Please note that if either of these envelopes is found to contain both Technical and Indicative Commercial Bid together, then that offer will be rejected outright.

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

2. FINANCIAL BIDDING PROCESS

2.1. The actual price will be decided through an e-procurement (Online Reverse Auction) process. The Bidders will be short listed after the evaluation of their Technical Bids. Only the short listed Bidders will be permitted to participate in the ORA. The date and time along with the Auction rules would be provided to the shortlisted Bidders separately. The Bidders need to indicate whether any training is required for them.
to participate in the ORA process. The bidder participating in ORA must compulsorily have a digital certificate in the name of Bidder Company to participate in the ORA.

2.2. All prices shall be for delivery of the required devices at IDBI Bank's premises exclusive of all taxes. The aggregated price should be quoted in words also.

2.3. After the conclusion of the Online Reverse Auction, the Successful Bidder will provide the line item wise details of quantity, unit price and total price in the Commercial Bid, in order to give the break-up of the Bid-value.

2.4. The Bank reserve it rights to procure the devices from L2 vendors, if the price break up for the L1 vendor is not received within 2 days.

2.5. 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.

3. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

3.1. The following documents inter-alia need to be submitted by Bidders

   i. DDs for EMD and Bid amount.
   ii. Unconditional Acceptance of Terms and Conditions. (Section 5.1)
   iii. Technical Bid Form (Section 5.2)
   iv. Bidder’s Profile (Section 6- Annexure-II)
   v. Certificate of Incorporation / Registration, as applicable.
   vi. Audited Annual report /Balance sheet of last three financial years
   vii. Technical Compliance (Section 6- Annexure-I)
   viii. Fulfillment of Eligibility Criteria (Section 6- Annexure-Ill)
   ix. All documents evidencing the fulfillment of eligibility criteria.
   x. Self-Declaration by Bidder (Section 5.5)
   xi. Manufacturer’s Authorization Letter from the OEM. (Section 5.6)
   xii. Letter of Refund of EMD (Section 5.8)
   xiii. Information Security Certificate (Section 5.9)
   xiv. Integrity Pact – on Rs. 500/- Stamp Paper (Section 5.10)
   xv. Self- Declaration-No vigilance/black listing/court case declaration.
   xvi. Copy of registration certificate regarding GST.
   xvii. Masked Commercial Bid
   xviii. A copy of RFP, Corrigendum’s (if any) duly signed by authorized person.
   xix. Current dated certified true copy of Board Resolution accompanied by POA. (POA as per format provided in RFP).(Section 5.7)
   xx. Indicative Commercial Bid– Separate sealed Envelope.(Section 5.3)

3.2. The above details are mandatory, without which the Bids are liable to be rejected. The list of documents in the technical bid should be strictly as per Section 6 – Annexure -IV.

4. CLARIFICATION OF BID DOCUMENT

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

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

5. LANGUAGE OF BIDS

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

6. BID PRICES

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

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

6.3. The prices quoted will be exclusive of all applicable taxes. The total price quoted must be inclusive of cost of supply and providing services during the service period.

6.4. After the expiry of warranty period the vendor or OEM shall provide the registered devices support services.

6.5. The unit prices quoted in ORA will be used to calculate the price for further orders over and above the projected quantities, if any.

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

6.7. Bidder shall carry out the supply 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.

7. FIRM PRICES

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

8. BIDDER QUALIFICATION

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

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

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

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

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

9. PERIOD OF VALIDITY OF BIDS

9.1. Bids should be valid for 90 (Ninety) days from the last date for submission. A Bid valid for a shorter period may be rejected by Bank as non-responsive. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder. The validity period is required to hold the prices till the selection of the vendor for entering into a rate contract.

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

10. FORMAT AND SIGNING OF BID

10.1. The Bidder shall submit only one original set of the Bid.

10.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.

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

10.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per the Annexure-IV at the end of this RFP.

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

10.6. Each page should be stamped and initialed by authorized signatory.
10.7. The Bidders shall seal and mark the Bid accordingly.

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

11. LOCAL CONDITIONS

11.1. 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.

11.2. The Bidder and any of their personnel or agents / subcontractors will be granted permission by 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.

11.3. 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. Bank shall not entertain any request for clarification from the Bidder regarding such local conditions.

11.4. 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 Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bank on account of failure of the bidder to appraise themselves of local laws / conditions.

12. LAST DATE FOR RECEIPT OF BIDS

12.1. Bids will be received by Bank on or before the date / time and at the address specified in the Document Control Sheet.

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

13. LATE BIDS

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

14. MODIFICATION AND WITHDRAWAL OF BIDS

14.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Bank prior to the last date prescribed for submission of Bids and subsequently the Bank agrees to such request.

14.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid. The Bidder's modification or withdrawal notice shall be prepared, sealed, Marked and dispatched in accordance with the provisions of this document.
14.3. No Bid may be modified subsequent to the last date for receipt of Bids.

14.4. 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.

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

16. OPENING OF BIDS
16.1. Opening of Technical Bids: IDBI Bank will open the Technical Bids of the eligible bidders, in the presence of Bidders’ authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders’ authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI Bank, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI Bank and informed by e-mail or fax or letter or communication posted on the website of IDBI Bank.

16.2. Announcement of Bids: The Bidder’s name, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as IDBI Bank at its sole discretion may consider appropriate, will be announced at the opening of Bids.

16.3. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

16.4. Opening of Indicative Commercial Bids: 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.

16.5. Indicative Commercial Bids of technically qualified Bidders only, as decided by IDBI Bank, will be opened. These will be retained and kept on Bank’s records. Indicative Commercial Bids of technically disqualified Bidders shall neither be opened nor returned to the Bidders.

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

18. CONTACTING BANK
18.1. 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 to successful bidder(s).

18.2. Any effort by a Bidder to influence Bank’s Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
19. EVALUATION AND COMPARISON OF BIDS

PRELIMINARY CHECK

19.1. The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

19.2. Bank will examine the Bids to determine whether they are complete, whether any computational/arithmetic 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.

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

19.4. A Bid determined as not substantially responsive will be rejected by Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

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

19.6. Bank reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank’s action. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

19.7. Bank reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank’s action. Bank shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. Bank further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

20. TECHNICAL BID EVALUATION

20.1. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the Indicative commercial bids would be evaluated.
20.2. Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

20.3. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder’s proposal should conform to the format and chronology of the contents of the technical bid as listed out Annexure – IV of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.

20.4. The Technical Bid / Scope of the Work submitted by the Bidder will be evaluated based on the terms and conditions of the RFP. Detailed technical evaluation will include scrutiny of company profile, technical information of proposed Devices /service solution, POC reference calls and site visits. The Bidder will demonstrate/substantiate all or a few of the claims made in the Technical Bid to the satisfaction of the IDBI Bank, the capability of the Hardware to support all the required applications of the Banks.

20.5. Only those Bidders who are short-listed based on criteria as mentioned under bidder’s qualification criteria of this RFP (Sr. 7.1 to 7.15) will be called for conducting the Proof of concept (POC).

20.6. Bank will conduct POC for the quoted proposed model by the bidder. The bidder should do successful POC with Bank’s applications within the time stipulated and communicated to the shortlisted bidders. The offers of those bidder/s who fail to complete the POC successfully within the specified time is/are liable to be rejected.

20.7. Bank reserve its right to extend / shorten the period of POC if needed.

20.8. The POC would be done to check whether the quoted model meets the technical specifications and is compatible with the applications as mentioned in the SOW as mentioned in Technical requirement.

20.9. Vendors who have failed in the POC will automatically stand disqualified technically.

20.10. For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc.) should be complied with.

20.11. The devices should meet the specifications of Registered Devices as defined by STQC / UIDAI.

20.12. The technical specifications are in a form of a table as provided in Section 6. Annexure-I, which contains the required features in the second column. Bidder’s responses against each feature as detailed therein would be evaluated for the next process i.e. Commercial evaluation.

21. PROOF OF CONCEPT

21.1. Bidders who are short-listed based on criteria as mentioned under bidder’s qualification criteria of this RFP (Sr. 1 to 16) will have to demonstrate Proof of Concept (POC) of integration of their Biometric Device with Bank’s existing applications. The scope and time limit to complete the POC will be advised along with the letter intimating short-listing of the vendor.

21.2. POC will be based on the following conditions:
21.2.1. All and any cost associated with demonstrating the POC (including provision of Servers, Finger print Devices ,technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost.

21.2.2. Bank reserves its right to extend / shorten the period of POC where needed.

21.2.3. Bidders who have failed in the POC will automatically stand disqualified technically.

21.3. Bank may engage the services of a suitable Information Security agency to test the devices found operationally convenient, and compatible for i) live finger detection and rejection of dummy/fake fingerprints and ii) firmware-level encryption features.

22. INDICATIVE COMMERCIAL EVALUATION

22.1. The Indicative Commercial Bid will be opened only if the Technical Bid is cleared and accepted. Refer Section 5.3 –for the Indicative Commercial Bid contents and formats.

22.2. Commercial Bids will only contain the Indicative cost of the devices to be procured

22.3. The Bidders cannot quote in parts.

22.4. The Indicative Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.

22.5. Based on the indicative prices, Bank will decide on the start-price for the Online Reverse Auction.

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

22.7. Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

22.8. Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidders.

23. FINANCIAL BIDDING PROCESS

23.1. The actual price will be decided through an e-procurement (Online Reverse Auction) process. The Bidders will be short listed after the evaluation of their Technical Bids. Only the short listed Bidders will be permitted to participate in the ORA. The date and time along with the Auction rules would be provided to the shortlisted Bidders separately. The Bidders need to indicate whether any training is required for them
to participate in the ORA process. The bidder participating in ORA must compulsorily have a digital certificate in the name of Bidder Company to participate in the ORA.

23.2. All prices shall be for delivery of the required devices at IDBI Bank's premises exclusive of all taxes. The aggregated price should be quoted in words also.

23.3. After the conclusion of the Online Reverse Auction, the Successful Bidder will provide the line item wise details of quantity, unit price and total price in the Commercial Bid, in order to give the break-up of the Bid-value.

23.4. The Bank reserve it rights to procure the devices from L2 vendors, if the price break up for the L1 bidder is not received within 3 days.

23.5. Bank may call the successful bidder for a discussion before awarding the contract.

23.6. 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.

24. POST QUALIFICATION

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

24.2. 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.

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

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

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

26. ACCEPTANCE OF BID

26.1. Prior to the expiration of the period of Bid validity, Bank will notify the Successful Bidder in writing, that its bid has been accepted.
27. SIGNING OF CONTRACT

27.1. After Bank notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other legal documents within 15 days of the acceptance of bid/LOI.

27.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non-Disclosure Form and Deed of Indemnity/Service Level Agreement etc.

27.3. The Contract form and all other documents would be signed at Mumbai only (Refer Section-5) within 15 days of receipt of notification of award of contract.

27.4. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.

27.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

28. DISCHARGE OF BID SECURITY

28.1. EMD of successful Bidder shall be discharged on signing of the Contract and other legal documents and upon furnishing the performance guarantee / security to the satisfaction of Bank.

28.2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 30 (thirty) days after the conclusion of the contract.

28.3. All the bidders are required to submit the EMD refund request in the format given in the RFP at the time of submission of bid.

29. PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

29.1. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the acceptance of LOI/PO, as per the format in Section-5.

29.2. The value of the Performance Bank Guarantee will be 10% of the total contract value.

29.3. The performance bank guarantee (PBG) should be issued by a scheduled commercial bank (other than IDBI Bank) and directly forwarded to the Bank.

29.4. The Performance Bank Guarantee (PBG) should be valid for a period of 39 months (3 years warranty period + 3 months claim period) from the date of issue of PBG. The PBG will be discharged by the bank and returned to the successful Bidder after expiry of the claim period.

29.5. The proceeds of the PBG shall be payable to Bank as compensation for any loss or damage resulting from the Vendor’s failure to complete its obligations under and in accordance with the Contract.
29.6. Penalties, if any will be recovered from the payments / EMD / Performance Bank Guarantee, as the Bank may deem fit. In case PBG is invoked for recovery of penalties / damages, the bidder would be required to submit fresh PBG for the same amount and validity period as the earlier (invoked) PBG.

29.7. 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 EMD, in which event Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
SECTION – 3

1. DEFINITIONS

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

1.1. "The Contract" means the agreement entered into between Bank and the successful Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, of Biometric Authentication Devices for IDBI Bank as inclusively stated under sections Service Level Expectations, Specifications of Systems, Solutions & Scope of work.

1.2. “Successful Bidder” or "Vendor" means any 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.

1.3. “Purchaser” means IDBI Bank Limited including its successors and assigns.

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

1.5. "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. “Service Period” means the period of 3 years commencing from the date of successful commissioning as mentioned in the acceptance certificate issued by Purchaser.

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

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

1.8. “Business Day” means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by Bank).

1.9. "Confidential Information" means, (i) intellectual property information including Intellectual Property Information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
1.10. “Commissioning” means, the System shall be considered to have been commissioned, when the entire job, including supply, configuration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.

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

1.12. “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.

1.13. “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.


1.15. “Site” means the place where the devices are to be delivered and commissioned or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract as forming part of the Site.

2. INTERPRETATION

In this Contract unless a contrary intention is evident:

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

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

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

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

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

2.6. A reference to a person includes a partnership and a body corporate;

2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;

2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.

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

3. STANDARD OF PERFORMANCE

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

4. CONDITIONS PRECEDENT

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

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

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

4.3. 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.

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

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

5.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in Section 5. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this Contract. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.
5.2. 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.

5.3. 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.

6. INDEMNITY

6.1. 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 Intellectual Property Rights including but not limited to patent, trademarks, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The indemnity survives the Contract.

7. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

7.1. 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.

7.2. 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.

7.3. 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 during the course of performance of the Services.
7.4. In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

8. INSPECTION AND QUALITY CONTROL TESTS/CHECK

8.1. 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.

8.2. 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.

8.3. **Purchaser’s has the right to inspect and test the goods at Bidder plant at any time during the contract period.**

9. MANUALS

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

9.2. 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.

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

10. DELIVERY AND DOCUMENTS

10.1. The delivery of the Devices shall be made by the Bidder within 14 days from date of Purchase Order (PO). The details of Documents including other documents to be furnished by the Bidder are specified hereunder:

10.1.1. 3 (Three) copies of Bidder’s invoice showing contract number, Services description, quantity, unit price and total amount. Prior to preparing invoice copy and delivery challan before delivering the equipments, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipments are delivered at the correct location & end user. If the equipments are delivered at a location different from the location, they are actually to be delivered to, then it will be the sole responsibility of Successful Bidder.
to arrange delivery of the equipments at the locations they are meant for at no extra cost to the Bank. No extra payment will be made for wrong delivery or miss delivery of equipment/s.

10.1.2. Original Delivery note duly signed for receipt, of equipment from the concerned location.

10.1.3. Bidder’s warranty certificate.

10.1.4. Inspection certificate issued by the nominated inspection agency, if any

10.1.5. Other documents which the Purchaser may specify to the Bidder.

10.2. 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.

11. TRANSPORTATION OF EQUIPMENT

11.1. Where the Bidder is required under the Contract to transport the Device(s) to Branches / offices 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.

12. ISSUE OF BANK GUARANTEE

12.1. The Performance Bank guarantee shall be issued by a Scheduled Commercial Bank as acceptable to Purchaser and forwarded directly to the IDBI Bank by the issuing Bank.

13. CHANGE ORDERS/ALTERATION/VARIATIONS

13.1. 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 delivery 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.

13.2. 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:

13.2.1. Functional specification

13.2.2. The Services to be provided by the Bidder
13.3. 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.

13.4. 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.

13.5. 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.

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

13.7. 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.

14. CONTRACT AMENDMENTS

14.1. 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. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

15. DELAYS IN THE BIDDER’S PERFORMANCE

15.1. Delivery of the equipment & commissioning shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by the Bank. Time is of the essence of Contract.

15.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery of the equipment, the Successful Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder’s notice, the Bank shall at the earliest evaluate the condition/situation, and consider, extending the Successful 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.

15.3. Except as provided in the above clause, a delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.
15.4. A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to any or all the following sanctions:

15.4.1. Forfeiture of its performance guarantee
15.4.2. Termination of the Contract for default

16. LIQUIDATED DAMAGES

16.1. If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays/or defaults/deficiency of services in delivery/installation/replacement of any or all of the devices mentioned in the Purchase order (PO), 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% per week or part thereof of the value of P.O. subject to maximum deduction of 10% (ten percent) of the P.O. value. In case of undue delay beyond a period of 15 (fifteen) days unless otherwise waived by the Purchaser, Purchaser at its discretion may consider termination of the Contract.

16.2. If the Bidder fails to complete the entire contract 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.

16.3. 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.

16.4. Bank reserves the right to waive the penalties / Liquidated damages.

17. DISPUTE RESOLUTION

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

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

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

17.1.3. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in
accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory
modification or re-enactment thereof. Each Party to the dispute shall appoint one (1)
arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding
arbtrator. 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.

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

17.3. The provision under this section survives the contract.

18. ADDRESSES FOR NOTICES

18.1. All notices, requests, consents, waivers or other communication required or permitted hereunder
shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an
authorized employee or officer of the Party, (ii) upon receipt of confirmation receipt when sent by
facsimile; or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage
prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication
shall be addressed as follows:

<table>
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<tr>
<th>In the case of Purchaser</th>
<th>DGM - IT Division</th>
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<tr>
<td></td>
<td>IDBI Bank Limited</td>
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<td></td>
<td>IDBI Tower, WTC,</td>
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<td></td>
<td>Cuff Parade, Mumbai – 400 005.</td>
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<table>
<thead>
<tr>
<th>In the case of Bidder</th>
<th>&lt;...... company name &amp; Address ..... &gt;</th>
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|                      | Attn: Shri............................
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|                      | Email:....................................

18.2. 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.

19. TAXES AND DUTIES
19.1. Bidder will be entirely responsible for all applicable taxes, duties, levies, imports, costs, charges, license fees, road permits etc., in connection with delivery of equipment at site including incidental services and commissioning.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. 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.

19.8. 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.

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

21. SUCCESSFUL BIDDER’S OBLIGATIONS

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

21.2. The Successful Bidder would be required to install and implement the requisite support and information technology infrastructure as mentioned in scope of document (SOW) to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch/sites/hardware/software.

21.3. 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 / competent person and any other infrastructure as may be necessary for the above mentioned purposes and other services as specified in the tender and changes thereof. The bank will share the details of the locations with the successful bidder/s.

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

22. PATENT RIGHTS

22.1. 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.

23. SURVIVAL

23.1. 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.
23.2. 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.

24. NO AGENCY

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

25. KEY PERFORMANCE MEASUREMENTS

25.1. Unless specified by the Purchaser to the contrary (in writing), the Bidder shall deliver the equipment under and in accordance with the terms of this Contract/RFP.

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

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

27. COMMENCEMENT AND PROGRESS

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

28. START OF INSTALLATION

28.1. 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.

29. REPORTING PROGRESS

29.1. The Successful 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.

29.2. Bidder shall provide inventory details at the end of each month as per Bank’s format.

29.3. The Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress, various issues relates to efficient and timely execution of the order. 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 work within the stipulated time for completion of work.
29.4. 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.

29.5. In case during execution of work/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.

30. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

30.1. 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.

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

30.3. 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.

30.4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

31. STATUTORY REQUIREMENTS

31.1. 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.

31.2. Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

31.3. The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP. In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.
32. PURCHASER’S RIGHT OF INSPECTION AND PERIODIC AUDIT

32.1. The Purchaser reserves the right to inspect and monitor/assess the progress of supply of devices 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.

32.2. 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.

32.3. 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.

32.4. 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.

32.5. The cost of inspection at the bidder site will be borne by the vendor. In the event of faulty/defective material being delivered at the destination, the cost of the testing will be borne by the bidder. In other circumstances where the Bank wishes to have a secondary inspection at its own site, cost will be also born by bidder only.

33. CONTRACT PRICES

33.1. 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.

33.2. Further, IDBI Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

33.3. IDBI Bank can award the Contract to one or more than one Bidder(s) on basis of technical and commercial evaluation/ ORA for the same Service(s).

34. INFORMATION SECURITY

34.1. 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.
34.2. The Bidder personnel shall follow The Bank’s information security policy and instructions in this behalf.

34.3. Bidder acknowledges that The Bank’s business data and other proprietary information or materials, whether developed by The Bank 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 cause damage to the 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.

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

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

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

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

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

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

34.10. The Bidder shall provide the DC/DR support for the application / servers hosted on behalf of the bank and the same to be in line with respect to the RTO and RPO of Bank’s BCP.
34.11. The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in Section 5.9

35. OWNERSHIP AND RETENTION OF DOCUMENTS

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

35.2. 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.

36. DATA HARDWARE

36.1. 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.

37. REPRESENTATIONS AND WARRANTIES

37.1. 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:

37.1.1. 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.

37.1.2. 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.

37.1.3. 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.
37.1.4. 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.

37.1.5. 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 requirements.

37.1.6. 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.

37.1.7. 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.

37.1.8. 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 indemnified in relation thereto.

37.1.9. 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.

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

37.1.11. 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.

37.1.12. 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 authorise the execution, delivery and performance by it of the Contract.

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

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

37.1.16. 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 or the project.

37.1.17. 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.

37.1.18. 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.

38. CONFIDENTIALITY

38.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:
38.1.1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;

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

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

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

38.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

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

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

38.2.3. Information in the public domain as a matter of law;

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

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

38.3. 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.

38.4. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder’s personnel to be present on premises of the Purchaser or may require the Bidder’s personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder’s personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.
38.5. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

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

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

39. TERM AND EXTENSION OF THE CONTRACT

39.1. The term of the Contract shall be for a period of 2 years (Twenty Four) months from the date of acceptance of the LOI.

39.2. 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 1 (one) month 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.

40. TERMINATION

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

40.1.1. 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.

40.1.2. 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.

40.2. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes
bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

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

40.4. **Termination for Convenience**: Notwithstanding the provisions of the Contract and/or the Bid Documents, the Purchaser at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30 days’ notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser’s convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective. The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

41. **CONSEQUENCES OF TERMINATION**

41.1. 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.

41.2. 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.

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

41.4. 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.

41.5. 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.

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

41.7. Termination survives the Contract.

42. CONFLICT OF INTEREST

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

43. PUBLICITY

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

44. RELATIONSHIP BETWEEN THE PARTIES

44.1. 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.

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

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

45. NO ASSIGNMENT

45.1. The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.
46. ENTIRE CONTRACT
46.1. 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.

47. GOVERNING LAW
47.1. This Contract shall be governed in accordance with the laws of India.

48. JURISDICTION OF COURTS
48.1. Subject to Clause no. 17 (Dispute Resolution), the courts India at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

49. “NO CLAIM” CERTIFICATE
49.1. 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.

49.2. 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.

50. COMPLETION OF CONTRACT
50.1. Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

51. PENALTY
51.1. The penalties for any non-compliance under the Bid Documents and the Contract are defined under Service Level expectation (SLA) given in this RFP.

51.2. Delivery of devices should commence within the period specified in this document from the date the contract is awarded to the Bidder / Successful Bidder, failing which the Bidder / Successful Bidder would be liable for a penalty as provided in the Bid Document and the Contract.

51.3. The ongoing performance and service levels of the Bidder / Vendor will be measured as per parameters defined in the RFP Document.

51.4. The Non-coordination related penalties will be applicable to the Vendor responsible for delay/default as provided under the Bid Documents.
52. INSURANCE TO BE TAKEN OUT BY THE BIDDER

52.1. The Bidder shall:

52.1.1. Take out and maintain at their own cost but on the terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
52.1.2. 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.

52.2. Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their personnel for the period of the Contract.

52.3. Third party liability insurance with a sufficient coverage for the period of the Contract.
52.4. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

52.5. Employer’s liability and workers’ compensation insurance in respect of the personnel of the Bidder, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

52.6. Insurance against loss of or damage to (i) System(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.

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

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

53. RECORDS OF CONTRACT DOCUMENTS:

53.1. 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.

53.2. 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.
54. LIMITATION OF LIABILITY:

54.1. Notwithstanding anything contained in the RFP, if the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if Bidder repudiates the contract before completion of the Services, the Bidder shall be liable to pay damages to the Bank.

54.2. Bidder’s aggregate liability shall be subject to an overall limit of 100% of the Total Project Cost for the Contract period.

54.3. The limits specified in Sub-Clause (54.2) above shall not apply to:

54.3.1. Claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by sole gross negligence or sole wilful misconduct of the Bidder or its employees;

54.3.2. Claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;

54.3.3. Indemnity provided by the Bidder at section 5 of this RFP.
1. THE BIOMETRIC PROCESS

1.1. Essential Components of Biometric System

There are four essential components of the biometric system. They are as follows

1.1.1. Enrolment scans — In order to store user’s identity in the system, the user’s fingerprints are scanned. This is normally a supervised process to allow for preventing false identity creation and propagation. In an enterprise scenario, enrolment is a one-time process where the user has to register at the beginning of enrolment.

1.1.2. Template creation and storage — A biometric template is created from biometric features derived from the scanned fingerprint. The enrolment template becomes the fingerprint biometric record for the user.

1.1.3. Live scan — Each time a user requests access to the system, a live scan of the fingerprint is made and a live template is derived from that scan. The Biometric Device may also perform a liveliness measurement, which can distinguish between an artificial copy and a live finger impression.

1.1.4. Automated matching — The live template is compared to a specific enrolment template and a matching score is generated. Scores greater than a threshold are considered a match.

1.2. Best Practice- Finger print biometrics process flow
1.3. A single fingerprint scanned with a high-quality Biometric Device will produce 30 to 50 unique biometric features that are stored in the biometric template. While registering for the first time, each figure impression is captured twice.

1.4. If the system uses a two-finger scanning approach, the amount of information collected is doubled. Such a system is more accurate than a single-finger system. Increasing the number of authentication factors also increases accuracy.

1.5. For example, a two-factor system where a single-finger scan is compared against a single enrolment template and accessed via user ID is considered strong enough to accurately support an unlimited number of users.

1.6. In case of one-to-many (1:N), performance is compromised when more users are added. For enhancing the performance the amount of data per person collected needs to be increased. For example, when the number of users is large, two-factor approach or a two-finger approach should be used. This will also depend upon the risk management and access rights policy. For the first time enrolment, all the ten finger prints need to be scanned.

1.7. Key Factors that need to be taken into consideration while registering finger prints

   1.7.1. The scan device must be able to produce reliably high-quality fingerprint scans each and every time an impression is captured.

   1.7.2. A high quality fingerprint scan and biometric template quality should be applied to the enrolment process.

   1.7.3. The location and orientation of the scanning device should be such that the user can quickly and accurately place their finger in a manner that reliably leads to a high-quality live scan with one touch.

   1.7.4. Care should be taken while capturing an impression as dry or damp skin can degrade the quality of the live scan because of the surface contaminants or variability in pressure applied to the sensor by the user.
1.7.5. As a person becomes older, the collagen level in the skin is reduced enough to cause complications in fingerprint scan reliability.

1.7.6. A Biometric Device with liveliness detection is one that prevents the use of copies of the fingerprint to be used. This includes means to prevent the activation of a latent print, the use of a 2-D paper copy, or the use of a sophisticated 3-D copy. A Biometric Device lacking this capability will accept copies, and this would result in a system breach similar to a stolen user ID/password pair.

2. SCOPE OF WORK

2.1. The brief scope of work is given below:

2.1.1. Client machines are accessing the applications through a Web browser (Internet Explorer 6.0 and above / Mozilla Firefox) where the fingerprint devices will be used.

2.1.2. Devices should also include drivers/packages/setup required to be loaded in Branches in order to use Biometric Devices. There should not be any application level dependency at the branch apart from biometric device connectivity. It should not clash with the other solutions/devices installed and used on machines.

2.1.3. Bidder would ensure that existing application functionality either at the branch or at central level is not disturbed due to connectivity of New Biometric Devices.

2.1.4. Bidder should co-ordinate with BAS application vendor (i.e. Morpho / IDEMIA Solutions) for seamless integration of Biometric Devices with BAS Applications.

2.1.5. Vendor should provide Biometric Devices containing S/N and P/N (numbers). This is required for registration of Devices in BAS as well as RD Services.

2.1.6. Biometric Device / Solution should have the feature of Live Finger Detection & De-duplication of Finger Print Capture.

2.1.7. The devices should be connected to USB/Micro USB port in read only mode only.

2.1.8. Biometric Devices should be compatible with UNIX, Linux & Microsoft windows platforms (i.e. Windows 2003/2008 Server or above edition, Windows XP, Windows Vista, and Windows 7), Mobile Platform (Android and Windows) and also on all future versions of the platform.

2.1.9. Biometric Devices will work on thin or thick client machines provided hardware specifications are provided to the bidder.

2.1.10. List of Applications with which the Biometric Devices should seamlessly work:

**Provided by IDEMIA BAS:**

i. E-KYC Solution – Including RD Services
ii. Windows Logon – 2FA
iii. Finacle Biometric Login – 2FA
Other Systems:

i. Biometric Attendance System (In-house System)
ii. All other solutions provided by the Government where Biometric devices are used e.g. Jeevan Pramaan etc.

3. TECHNICAL SPECIFICATION

3.1. Base Specifications

RBI Guidelines for Image Acquisition and Verification

The minimum requirements for image acquisition & verification should be in line with ISO/IEC 19794-4 standard (RBI guidelines) which is mentioned in the table below:

i. Proposed biometric device should meet the specification, inbuilt hardware (Level0), issued by UIDAI in respect to Registered Device for Aadhaar Authentication.

ii. Gray scale finger image data may be stored, recorded, or transmitted in uncompressed – bit packed form.

iii. The resolution of the image data formatted and recorded for interchange should be the scan resolution of the image.

iv. Each record shall pertain to a single subject and shall contain an image record (consisting of single view) for each of one or more fingers, multiple fingers (single image records).

v. The values for the capture device Id may be coded in the General Record Header.

vi. Live-scan plain Finger Impression type should be used.

vii. Except the Biometric Device driver, there should not be any requirement for loading any software/license while plugging the Biometric Device.

viii. The Biometric Device driver should be API enabled to ensure compatibility with any application.

ix. The proposed device should be compatible with existing Bank’s applications for authentication of biometric. It is the bidder responsibility to integrate the proposed device with Bank’s applications as mentioned in SOW.

x. The supplier must provide the Driver Software along with the SDK/API, to facilitate integration of the device Driver SW in a secured manner with the Bank’s back-end Server side SDK.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fingerprint template Compliance for minutiae data</td>
<td>ISO 19794(2)</td>
</tr>
<tr>
<td>2.</td>
<td>Fingerprint template Compliance for image resolution</td>
<td>ISO 19794(4)</td>
</tr>
<tr>
<td>3.</td>
<td>Scan resolution pixels/centimetre (ppcm)</td>
<td>197</td>
</tr>
<tr>
<td>4.</td>
<td>Scan resolution pixels/inch (ppi)</td>
<td>500</td>
</tr>
<tr>
<td>5.</td>
<td>Pixel depth (bits)</td>
<td>8</td>
</tr>
<tr>
<td>6.</td>
<td>Dynamic range (gray levels)</td>
<td>200</td>
</tr>
<tr>
<td>7.</td>
<td>Certification</td>
<td>PIV</td>
</tr>
<tr>
<td>8.</td>
<td>Enrolment and Verification (other than just the image of the finger being captured)</td>
<td>Live Scan/ Optical</td>
</tr>
<tr>
<td>9.</td>
<td>Impression type</td>
<td>Live Scan/ Optical</td>
</tr>
<tr>
<td>10.</td>
<td>Visual Indicator</td>
<td>Ready to capture/ captured</td>
</tr>
<tr>
<td>11.</td>
<td>Light source dependability</td>
<td>NO</td>
</tr>
<tr>
<td>12.</td>
<td>High Resistance</td>
<td>To shock, abrasion and water</td>
</tr>
<tr>
<td>13.</td>
<td>Algorithm should include</td>
<td>Image Quality Determination and feature generalization</td>
</tr>
<tr>
<td>14.</td>
<td>Image acquisition and storage</td>
<td>According to RBI / UIDAI (File No. K-11020/44/2012-UIDAI(Auth)) government of India guidelines</td>
</tr>
<tr>
<td>15.</td>
<td>USB connectivity</td>
<td>Yes</td>
</tr>
<tr>
<td>16.</td>
<td>Capture mode</td>
<td>Plain live scan capture</td>
</tr>
<tr>
<td>17.</td>
<td>Capture mode</td>
<td>Auto capture with built-in quality check (incorporates NIST quality consideration)</td>
</tr>
<tr>
<td>18.</td>
<td>Power</td>
<td>Through USB</td>
</tr>
<tr>
<td>19.</td>
<td>Software API</td>
<td>Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system</td>
</tr>
<tr>
<td>20.</td>
<td>Sensor Type</td>
<td>Optical</td>
</tr>
<tr>
<td>21.</td>
<td>Active sensing area</td>
<td>Minimum 12.8mm(w) x 16.5mm(h)</td>
</tr>
<tr>
<td>22.</td>
<td>Ambient Light</td>
<td>Ambient light rejection : no external light source dependability</td>
</tr>
<tr>
<td>23.</td>
<td>Latent image</td>
<td>Latent fingerprint rejection</td>
</tr>
<tr>
<td>24.</td>
<td>Capture Type</td>
<td>Auto capture</td>
</tr>
<tr>
<td>25.</td>
<td>Image capture Speed</td>
<td>Minimum 10 frames/second</td>
</tr>
<tr>
<td>26.</td>
<td>Firmware level Encryption/ Onboard template encryption</td>
<td>The device should be capable of encrypting the biometric templates before it leaves the device/ is sent to the network or the application in the client machine for processing; this is critical to prevent MIM (Man in the middle attack)</td>
</tr>
<tr>
<td>27.</td>
<td>Template extractor</td>
<td>Minex compliant, STQC certified sensor + extractor</td>
</tr>
<tr>
<td>28.</td>
<td>Global Certifications</td>
<td>I. FBI-PIV</td>
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<td></td>
<td></td>
<td>II. FCC**</td>
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<td></td>
<td></td>
<td>III. CE**</td>
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<tr>
<td></td>
<td>Make and Model of device</td>
<td>STQC Complied</td>
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<tr>
<td>29.</td>
<td>Supported Operating System</td>
<td>32 bit and 64 bit</td>
</tr>
<tr>
<td>30.</td>
<td>CBM</td>
<td>Sensor CBM-E/Embedded V9/USB IF compliance/ip54 Compliance/FBI PIV IQS certified Liveliness detection and latent detection should be flexible and ergonomic. Should be suitable for desktop and laptop applications</td>
</tr>
<tr>
<td>31.</td>
<td>STQC Certification</td>
<td>Valid STQC Final certification as on date of Bid submission</td>
</tr>
<tr>
<td>32.</td>
<td>Sensor &amp; extractor</td>
<td>All the parameters of Biometric Devices for Authentication should be as per latest STQC Scheme for Certification of UIDAI Biometric Devices (Authentication) <a href="http://stqc.gov.in/content/bio-metric-devices-testing-and-certification">http://stqc.gov.in/content/bio-metric-devices-testing-and-certification</a>.</td>
</tr>
<tr>
<td>33.</td>
<td>Extractor &amp; Image Template Standard</td>
<td>ISO 19794-2 for fingerprint minutiae template And ISO 19794-4 for Fingerprint Image Template</td>
</tr>
<tr>
<td>34.</td>
<td>FRR</td>
<td>&lt;2%</td>
</tr>
<tr>
<td>35.</td>
<td>SDK</td>
<td>SDK support for at least Java.Net, C/C++. The SDK should be compatible with all versions of Windows, Linux and Android Operating System</td>
</tr>
</tbody>
</table>

**NOTE:**

1. Make and Model of Computer and Peripherals quoted in the Technical Specification should be available in the market for the entire contract period.
2. The Technical Specifications mentioned against each line item should also be available in the respective Bidder’s/OEM’s websites for verification and the URL must be provided with the technical specification.
4. SERVICE LEVEL EXPECTATION (SLA)

4.1. Warranty will start from the date of delivery at branches/offices

4.2. For proposed devices, vendor has to ensure at least 95% uptime calculated annually.

4.3. Defective equipment shall be replaced by the vendor at his own cost during warranty period.

4.4. The selected Bidder should undertake to implement the observations / recommendations of the Bank’s IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

4.5. The delivery of the Devices (including those to be replaced under warranty) shall be made by the Bidder within 14 days from date of Purchase Order (PO) or date of warranty claim, as the case may be, else it may attract penalty.

4.6. Any penalty due during the warranty period will be adjusted against the 10% Performance Bank Guarantee (PBG) retained by the Bank.

4.7. During warranty, the successful Bidder will ensure the regular maintenance support once in a quarter as follows:

4.7.1. If during the contract, solution is not performing as per specifications mentioned, bidder has to upgrade/enhance the devices or place additional devices and reconfigure the system without any cost to the Bank.

4.8. Bidder would ensure 24X7x365 support for the Biometric Devices. All the faulty devices would be replaced by the bidder with no extra cost and as per the SLA terms.

5. PENALTY FOR DELAY IN DELIVERY

5.1. For any delay in delivery 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 10%.

5.2. In case the delay exceeds two weeks, Bank reserves the right to cancel the order unconditionally.

5.3. Any such levy / recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the supply / installation of devices or from any other obligations and liabilities under the Contract.

6. SPARE PARTS

6.1. Bidder/OEM should provide spare hardware details placed at their respective Depots. Bidder/OEM will make spare parts for the system available till the time of contract period as well as support period i.e. 3 years from time acceptance of the system. If the spare parts are not available or difficult to procure or procurement is likely to be delayed for replacement if required, the replacement shall be carry out with state of the art technology equipment of equivalent capacity or higher capacity at no additional cost to IDBI bank.

7. OBSOLESCENCE

7.1. The bidder will ensure that the stipulated Support and maintenance facilities on the hardware / software will be available for a minimum period of 5 years. The bidder will constantly update IDBI Bank Ltd. on new technologies that could prove cost effective.
SECTION 5

1. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

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

To,

DGM - IT Department,

IDBI Bank Limited

IDBI Tower, WTC,

Cuffe Parade, Mumbai – 400 005.

Sub: RFP for Rate Contract for Supply, of Biometric Authentication Devices

Ref.No: IDBI/PCell/ RFP/2018-19/08

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated by IDBI Bank Ltd. regarding supply, of Biometric Devices at Branches of IDBI Bank.

Sign

Name of the signatory

Designation

Company Seal
2. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date: .................
The Deputy General Manager,
IT Department
IDBI Bank Limited
IDBI Tower, WTC,
Cuffe Parade, Mumbai – 400 005.

Dear Sir,

Sub: RFP for Rate Contract for Supply of Biometric Authentication Devices

Ref.No: IDBI/PCell/ RFP/2018-19/08

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the
undersigned, unconditionally and irrevocably offer for Biometric Authentication Devices in conformity
with the said Bid Documents.

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

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 10% (Ten 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 Bank including the rates quoted therein for the
orders awarded by Bank up to the period prescribed in the Bid, which shall be final and conclusive and
remain binding upon us.

We agree and undertake to supply upgraded model of the product in case of technological obsolescence /
non-availability of contracted product/model.

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

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

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you
also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and
binding on us.
We enclose a demand draft of Rs. 5 Lakh (Rupees Five Lakhs Only) towards EMD, in favor of "IDBI Bank Limited" drawn on ____________, _________ Branch payable at Mumbai.

We understand that the EMD 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 30 (Thirty) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this ......................... Day of .........................20xx.

Sign
Name of the signatory
Designation
Company Seal
### 3. INDICATIVE COMMERCIAL BID FORM

**Sub :** RFP for Rate Contract for Supply of Biometric Authentication Devices  
**Ref.No :** IDBI/PCell/ RFP/2018-19/08 dated 01st Sep-2018

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Item Description</th>
<th>Est. Qty.</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of STQC (Standardization Testing and Quality Certification) Compliant Biometric Devices with Interface cost, software if any, (As per Technical Specification and Scope of Work) with 3 years onsite warranty. Device should be complied with inbuilt registered device services (Level 0) as per UIDAI guidelines.</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Installation and implementation of Biometric Devices supplied as per Sr. 1 in Branches / offices PAN India– OPTIONAL ITEM*</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost (in Words):** Rupees____________________________

**Note:**
1. The amounts mentioned in indicative bid should be exclusive of all taxes.
2. All other charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
3. Applicable taxes would be deducted at source, if any, as per prevailing rates.
4. The price shall be valid for **90 days** from the date of the ORA conclusion.
5. After the conclusion of the Online Reverse Auction, L1 vendor should provide the line item wise details of quantity, unit price and total price in the format of Indicative Commercial bid, in order to give the break-up of the bid-value, within 3 days.
6. In case of change in specification / certification due to Regulatory guidelines the Bank reserves the right to procure the balance / additional quantity with upgraded /higher version during the contract period. The price for the upgraded devices will be decided on mutual consents/agreement between the Bank and the successful vendors.

*OPTIONAL ITEM: Bank reserves the right to indent the quantity of optional items based on the requirement during warranty and vendor will meet the Bank’s need as and when required. The cost of optional items should be reasonable and comparable with market standards.

We agree to unconditionally abide by all the terms and conditions of this tender issued by IDBI Bank.

(Signature)  
Name of the signatory  
Designation  
Date:  
Place:  
Company Seal  
Mobile & Email id:
4. 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 vendor, in conformity with the said Bid Documents at rates mentioned in the commercial bid.

2) Prices quoted are exclusive of all applicable taxes.

3) ALL other charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.

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

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

7) No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, will be admissible during the currency of the Contract. Any decision of the Bank, in this connection shall be final, conclusive and binding on us.

8) We undertake to supply upgraded model of the product in case of technological obsolescence / non-availability of contracted product/model.

9) In case of change in specification / certification due to Regulatory guidelines the Bank reserves the right to procure the balance / additional quantity with upgraded /higher version during the contract period. The price for the upgraded devices will be decided on mutual consents /agreement between the Bank and the successful vendors.

Sign
Name of the signatory
Designation
Mobile no.
Company Seal.

Date:
Place:
5. SELF DECLARATION FORMAT

( Undertaking to be submitted on Bidder’s Letter Head)

To,
DGM -IT Department,
IDBI Bank Ltd.
IDBI Tower, WTC,
Cuffe Parade, Mumbai – 400 005.

Sub: RFP for Rate Contract for Supply of Biometric Authentication Devices.
Ref.No : IDBI/PCell/ RFP/2018-19/08

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

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
3. We agree to participate in the ORA for the evaluation of the Indicative Commercial Bids.
4. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same
5. We have submitted our Bid proposal in compliance with the specific requirements as mentioned in this RFP.
6. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information’s may be required by IDBI Bank from time to time.
7. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
8. There are no vigilance and/or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and/or investigation agency.
9. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information/documents.
10. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.

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

Dated this _____ day of __________________ 20xx
Signature
(Company Seal)

In the capacity of
Duly authorized to sign bids for and on behalf of:
6. UNDERTAKING FROM OEM

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

To,

DGM - IT Department,
IDBI Bank Ltd
IDBI Tower, WTC,
Cuffe Parade, Mumbai-400 005

Sub : RFP for Rate Contract for Supply of Biometric Authentication Devices
Ref.No : IDBI/PCell/ RFP/2018-19/08

Dear Sir,

We_______ (OEM Vendor) of Biometric Authentication Devices hereby authorize M/s.______ (Successful Bidder / Vendor Name) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our warranty for 3 years as per terms and conditions of the tender and the contract for procurement of Biometric Authentication Devices offered against this invitation for Bid by the above firm.

Dated at ______________ this ________ day of ______________ 20xx.

Sign
Name of the signatory
Designation
Company Seal
7. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY
(On Stamp Paper)

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

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

Dated this _____ day of _________________ 20xx.

For ____________________________
(Signature)
(Name, Designation and Address)

Accepted ____________________________
(Signature)
(Name, Title and Address of the Attorney)
(Date):

Witnesses:
1) (Name, Signature & Address)
2) (Name, Signature & Address)

Note:
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.
LETTER FOR REFUND OF EMD

(To be submitted by all the bidders)

Date:____________

DGM - IT Department,
IDBI Bank Limited
IDBI Tower, WTC,
Cuffe Parade, Mumbai – 400 005.

Sub : RFP for Rate Contract for Supply of Biometric Authentication Devices
Ref.No : IDBI/PCell/RFP/2018-19/08

We __________ (Company Name) had participated in the procurement of Biometric Authentication Devices and are an unsuccessful bidder.

We __________ (Company Name) had participated in the procurement of Biometric Authentication Devices and being a successful bidder, we had submitted all the legal Documents.

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Bidder Name</th>
<th>Cheque / DD Number</th>
<th>Drawn on (Bank Name )</th>
<th>Amount Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Sign
Name of the signatory
Designation
Company Seal.
9. INFORMATION SECURITY CERTIFICATE

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

Ref.No :IDBI/PCell/RFP/2018-19/08

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, and Spyware that would:
   (a) Obstruct the desired and the designed function of hardware.
   (b) Cause physical damage to the user or their equipment during the usage of the equipment.
   (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
   (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;

2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.

3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

Date: \( \text{(Signature of Authorized Signatory)} \)  
Place: \( \text{Name and designation} \)  

Company Seal:
10. INTEGRITY PACT

(To be submitted by all the bidders on stamp paper of Rs. 500/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of __________ 20__, between, IDBI Bank Ltd. A company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its ____________ Department/ Office at ________, ________, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s ____________ represented by Smt/ Shri___________________________, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

1. **Commitments of the PRINCIPAL**

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

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

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

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

3. **Commitments of the BIDDERs**

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

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

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

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

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

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

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

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

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

4. Previous Transgressions

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

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

5. Earnest Money (Security Deposit)

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

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

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

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

6. **Sanctions for Violations**

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

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

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

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

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

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

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

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

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

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

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

7. Fall Clause

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

8. Independent External Monitors

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

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

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

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

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at ________________ on____________.
IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>(For &amp; on behalf of the PRINCIPAL)</td>
<td>(For &amp; on behalf of the BIDDER/ Contractor)</td>
</tr>
</tbody>
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<tr>
<th>Office Seal</th>
<th>Office Seal</th>
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<tbody>
<tr>
<td>Designation</td>
<td>Designation</td>
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</tbody>
</table>

Witness 1:

(Name & Address) __________________________

Witness 2:

(Name & Address) __________________________

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

(On Stamp Paper of Rs. 100/- and to be submitted by the Successful Bidders)

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 company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART and ............... (Name of Vendor) of ....................... (Please specify the registered office of the Vendor) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the OTHER PART;

WHEREAS, Bank called for the bids for engagement of Bidder for Procurement of Biometric Authentication Devices for the Bank. M/s……………………… (hereinafter referred to as “Bidder”), after going through the Bid Documents and being interested to act as Vendor and deliver, installation & commissioning of Devices for IDBI Bank locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank, NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for Bank, to grant the vendor specific access to Bank’s property/information and other data.

It is hereby agreed as under:

1. The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree 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.
2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

   (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 hereinafter are applicable to the information in the possession of the recipient.

3. Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Bidder’s personnel to be present on premises of 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 Bidders 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.

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

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

Authorised Signatory

Name : 

Designation:

Office Seal:

Place:

Date:

Accepted – Bank
12. CONTRACT FORM

(Appropriate stamp duty to be paid as per Maharashtra stamp duty Act
And to be submitted by the Successful bidders)

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 company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART and ................. (Name of 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 procurement of Biometric Authentication Devices for Bank (Brief Description of Services) and has accepted a bid by the Contractor for supply of said devices rendering of the Services for the sum of ...................... (Contract Price in Words and Figures) (hereinafter called “the Contract Price”) for each device during the contract period.

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 signed original copy of the RFP along with the Annexures submitted by the Contractor with the purchaser shall form an integral part of this Contract Form.

   a. The parties hereto by way of abundant precaution do hereby agree, admit and declare that all the contractors’ representations, warranties and undertakings recorded in the RFP shall be deemed to be incorporated and adopted herein by reference to constitute and form an integral part of this Contract Form.
   b. Each of the representations, warranties and undertakings of the Contractor contained in the RFP shall be deemed to have been made as of the date hereof.

3. In consideration of the payments to be made by the Purchaser to the Contractor vide purchase orders from time to time on the basis of rate contract agreed mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services (Scope of Works) 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.

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

Signed and Delivered by ........................
the within named
M/s. ..........................
..........................
Date : ..........................
13. PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted by the Successful Bidders)

<table>
<thead>
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<th>Bank Guarantee No.</th>
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<td>Expiry Date</td>
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GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at ___________ this ________ day of _____________ Two Thousand Seventeen

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 company
under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of
Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower,
WTC, 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 vide RFP No. ___ dated ___________ called for the bids for engagement of Vendor for
Procurement of Biometric Authentication devices. M/s……………………… have been appointed as the
Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank
subject to the terms and conditions contained in the said documents and the Vendor has duly
confirmed the same.

2. AND WHEREAS pursuant to the Bid Document, the Contract form, annexure, , Forms 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………………………… to provide to the Bank
biometric authentication devices, 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 the said documents. The Vendor has also furnished indemnity deed dated
[●] and Non-Disclosure Agreement dated [●] and as such is bound by the same.

3. AND WHEREAS the Vendor has duly signed the said documents.

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

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the 10% of the Contract Price amounting to .........................(in words) towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the .................................................... or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor 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 vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

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 vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay 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

5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
5.4. any change in the constitution of Bank/Vendor; or
5.5. any change in the setup 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
5.6. 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 10% of the Contract Price.

7. This Guarantee will expire on ______________. Any demand or claim under this Guarantee must be received by the Guarantor by ______________ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.

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

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

SIGNED AND DELIVERED BY

The within named Guarantor,

__________________________,

by the hand of Shri. ___________,
its authorized official.
14. DEED OF INDEMNITY

(On Stamp Paper of Rs. 500/- and submitted by the Successful Bidders)

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

IN FAVOUR OF IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

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

WHEREAS

1) The Obligor has

a) offered to supply Biometric Authentication Devices (“Services”) as inclusively stated under sections Service Level Expectations and Specifications Systems & Solutions;

b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;

c) Represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;

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

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

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

NOW THIS DEED WITNESSETH AS UNDER:

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

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

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

2. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise ion account of any default and or breach and or otherwise in this regard.

3. 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.

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

5. 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).
6. This indemnity shall survive the aforesaid Contract.

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

8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

9. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

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

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

Signed and Delivered on behalf of  )
( ___________________________ )
by the hand of ___________________,
_________, the authorized official  )
of the Obligor  )
15. **UNDERTAKING FOR AUTHENTICITY FOR BIOMETRIC DEVICES SUPPLIED**

*(To be submitted Company’s Letterhead by the Successful Bidders)*

To,

DGM - IT Department

IDBI Bank Limited

IDBI Tower, WTC,

Cuffe Parade, Mumbai – 400 005.

Sub: RFP for Rate Contract for Supply of Biometric Authentication Devices

Ref: 1. Your Purchase Order No. ----------- Dated-------.

With reference to the Biometric Devices being supplied to you vide your order Cited above, We hereby undertake that all the components / parts / assembly / software used in the devices shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier’s at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the devices without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of Parts related to Devices & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorised Signatory:

Name:

Designation

Place:

Date:
## ANNEXURE-I - TECHNICAL SPECIFICATION COMPLIANCE (BIOMETRIC DEVICES)

Ref. No: IDBI/PCell/RFP/2018-19/08

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<th>Requirement</th>
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<td>2.</td>
<td>Fingerprint template Compliance for image resolution</td>
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<tr>
<td>3.</td>
<td>Scan resolution pixels/centimetre (ppcm)</td>
<td>197</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Scan resolution pixels/inch (ppi)</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Pixel depth (bits)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Dynamic range (gray levels)</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Certification</td>
<td>PIV</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Enrolment and Verification (other than just the image of the finger being captured)</td>
<td>Live Scan/ optical</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Impression type</td>
<td>Live Scan/ optical</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Visual Indicator</td>
<td>Ready to capture/ captured</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Light source dependability</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>High Resistance</td>
<td>To shock, abrasion and water</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Algorithm should include</td>
<td>Image Quality Determination and feature generalization</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Image acquisition and storage</td>
<td>According to RBI / UIDAI (File No. K-11020/44/2012-UIDAI(Auth) government of India guidelines</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>USB connectivity</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Capture mode</td>
<td>Plain live scan capture</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Capture mode</td>
<td>Auto capture with built-in quality check ( incorporates NIST quality consideration)</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Power</td>
<td>Through USB</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Software API</td>
<td>Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>-----</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Sensor Type</td>
<td>Optical</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Active sensing area</td>
<td>Minimum 12.8mm(w) x 16.5mm(h)</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Ambient Light</td>
<td>Ambient light rejection: no external light source dependability</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Latent image</td>
<td>Latent fingerprint rejection</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Capture Type</td>
<td>Auto capture</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Image capture Speed</td>
<td>Minimum 10 frames/second</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Firmware level Encryption/ Onboard template encryption</td>
<td>The device should be capable of encrypting the biometric templates before it leaves the device/is sent to the network or the application in the client machine for processing; this is critical to prevent MIM (Man in the middle attack)</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>Template extractor</td>
<td>Minex compliant, STQC certified sensor + extractor</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Global Certifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>I.</td>
<td>FBI-PIV</td>
<td></td>
</tr>
<tr>
<td></td>
<td>II.</td>
<td>FCC**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>III.</td>
<td>CE**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>IV.</td>
<td>RoHS**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>V.</td>
<td>WHQL certified drivers**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VI.</td>
<td>STQC Certification for Aadhaar/UID authentication</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Make and Model of device</td>
<td>STQC Complied</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>Supported Operating System</td>
<td>32 bit and 64 bit</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>CBM</td>
<td>Sensor CBM-E/Embedded V9/USB IF compliance/ip54/Compliance/ FBI PIV IQS certified Liveliness detection and latent detection should be flexible and ergonomic. Should be suitable for desktop</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and laptop applications</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>STQC Certification</td>
<td>Valid STQC Final certification as on date of Bid submission</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Sensor &amp; extractor</td>
<td>All the parameters of Biometric Devices for Authentication should be as per latest STQC Scheme for Certification of UIDAI Biometric Devices (Authentication) <a href="http://stqc.gov.in/content/biometric-devices-testing-and-certification">http://stqc.gov.in/content/biometric-devices-testing-and-certification</a></td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>Extractor &amp; Image Template Standard</td>
<td>ISO 19794-2 for fingerprint minutiae template And ISO 19794-4 for Fingerprint Image Template</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>FRR</td>
<td>&lt;2%</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>SDK</td>
<td>SDK support for at least Java .Net, C/C++. The SDK should be compatible with all versions of Windows , Linux and Android Operating System</td>
<td></td>
</tr>
</tbody>
</table>

Signature:
Name of the Authorized Person: *(Authorized for this RFP)*
Designation:
Company Seal:
## ANNEXURE-II - BIDDER’S PROFILE

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Details</th>
<th>Name of the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Registered Office Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Type of organization &amp; year of incorporation / Registration (Copy of certificate of registration / incorporation to be submitted)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the Limited tender.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Alternate Contact person/s name/s, telephone number, mobile number and escalation matrix for the purpose of this Limited tender.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PAN No. (Copy of PAN card to be submitted)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>GST No. (Copy of GST reg. to be submitted)</td>
<td></td>
</tr>
</tbody>
</table>

Sign of Authorized Signatory

Name:
Mobile & Email id:
Company Seal:

Date:
Place:
## ANNEXURE-III- ELIGIBILITY CRITERIA COMPLIANCE

Ref.No :IDBI/PCell/ RFP/2018-19/08

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Eligibility Criteria</th>
<th>Documents to be provided</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be registered as an IT / ITES company in India as per the Company Act 1956/2013 and should have been in existence for a period of at least 3 years as on date of the RFP.</td>
<td>Certificate of registration / incorporation</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should be an ISO 9001:2008 / ISO 27001:2005 certified company with a valid certificate.</td>
<td>Copy of ISO certification &amp; latest surveillance audit to be submitted.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>The bidder should be the Original Equipment Manufacturer (OEM) OR its authorized representative in India.</td>
<td>The bidder, on their company’s letter head shall provide a self-declaration about their OEM status. In case they are an authorized representative, authority letter from OEM on their letter Head needs to be provided.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have experience in supply and maintenance of devices to a minimum of 2 (two) reference sites for BFSI sector in India during the last 3 (three) years.</td>
<td>Copies of PO or Implementation certificate from the BFSI organizations to be submitted</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should have an Annual Turnover of at least Rs. 15 (fifteen) crore in each of the last three financial years.</td>
<td>Audited/Certified Financial statements. Provisional financial statement only for FY 2017-18 may be accepted.</td>
<td>FY 2015-16, FY 2016-17, FY 2017-18</td>
</tr>
<tr>
<td>6</td>
<td>The Bidder should have had a positive net worth in the last three financial years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The bidder should have supplied a minimum of 10,000 devices on cap-ex/op-ex model to any PSU / Government /Bank / Insurance / Financial Institution (BFSI) in the last 3 financial years (cumulatively) and these devices should be working with the software applications of the respective organizations in a satisfactory manner.</td>
<td>Copy of the Purchase Orders (PO) along with the name of the bank/financial institution, contact person, contact number and the locations where the devices have been supplied.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8</td>
<td>The bidder should not have been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of</td>
<td>The bidder on their company’s letter head shall provide an undertaking to this effect.</td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>10</td>
<td>The device quoted should comply with the technical specifications mentioned in the Scope of Work (SOW).</td>
<td>Technical Specification Compliance sheet to be submitted as per format mentioned in the format titled “TECHNICAL SPECIFICATION COMPLIANCE (BIOMETRIC DEVICES) SHEET”</td>
<td>Yes/No</td>
</tr>
<tr>
<td>11</td>
<td>The proposed device should be able to successfully integrate with the Bank’s applications as listed in the Scope of work (SOW) or the application(s) provided by any other service provider that the Bank may engage in future.</td>
<td>The bidder on their company’s letter head shall provide an undertaking to the effect that the devices shall be compatible to the applications and in case of need they will coordinate with the application vendor(s) of the Bank to resolve the issue in this regard (if any).</td>
<td>Yes/No</td>
</tr>
<tr>
<td>12</td>
<td>Any bidder who has been associated with The Bank for Supply, implementation and installation of Biometric Devices anytime during the last 3 years shall have to submit a satisfactory performance certificate [on Bank’s letterhead] issued by the IT Division of the Bank.</td>
<td>Satisfactory performance certificate issued by IT Division of the Bank.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>13</td>
<td>Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.</td>
<td>Copy of NSIC certification to be submitted.</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines there under as well as those issued by GOI from time to time shall be eligible.

MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP (Supporting documents of NSIC registration to be submitted).

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>The device quoted by the bidder should be certified by STQC</td>
<td>Copy of STQC certificate/application to be submitted</td>
</tr>
<tr>
<td>15</td>
<td>Bids should be made for latest models and should not include models which are marked to be withdrawn during the next 12 months</td>
<td>The OEM on their company’s letterhead shall provide an undertaking to this effect</td>
</tr>
<tr>
<td>16</td>
<td>The bidder should be able to deliver the devices, directly to at least 80% of the Bank’s branches within the stipulated time frame of 14 days.</td>
<td>The bidder on their company’s letterhead shall provide an undertaking to the effect that they would be able to deliver the devices, directly to at least 80% of the Bank’s Branches within the stipulated time frame of 14 days.</td>
</tr>
<tr>
<td>17</td>
<td>The Bidder should be able to carry out a “Successful” Proof of Concept (POC) in Bank’s environment as described in section titled “Proof of Concept” on Page 27.</td>
<td>N.A.</td>
</tr>
</tbody>
</table>

Signature:  
Name of the Authorized Person:  
Designation:  
Company Seal:
ANNEXURE IV- LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP

Ref.No. IDBI/PCell/ RFP/2018-19/08

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Documents to be submitted</th>
<th>Submitted (Yes / No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DDs (EMD &amp; BID document fee)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>Unconditional Acceptance of Terms and Conditions of RFP <em>(Section 5.1)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s profile <em>(Annexure-II)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>Technical Bid form <em>(Section 5.2)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Self-Declarations by Bidder <em>(Section 5.5)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>6</td>
<td>Manufacturer’s Authorization (MAF) Letter from the OEM <em>(Section 5.6)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>7</td>
<td>Power of Attorney as per format provided in RFP <em>(Section 5.7)</em></td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>(accompanied by certified true copy of Board Resolution)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Request for refund of EMD <em>(Section 5.8)</em></td>
<td>Yes/No</td>
</tr>
<tr>
<td>9</td>
<td>Eligibility Criteria Compliance <em>(Section 6- Annexure-III)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>(accompanied by all the supporting documents)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Technical Specifications Compliance <em>(Section 6- Annexure-I)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>11</td>
<td>Information Security Certificate <em>(Section 5.9)</em></td>
<td>Yes / No</td>
</tr>
<tr>
<td>12</td>
<td>Integrity Pact (On Stamp Paper of Rs. 500/-) <em>(Section 5.10)</em></td>
<td>Yes/No</td>
</tr>
<tr>
<td>13</td>
<td>Contact details along with escalation matrix of Central Helpdesk / support center (Bidder and OEM)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>14</td>
<td>Masked Commercial Bid</td>
<td>Yes / No</td>
</tr>
<tr>
<td>15</td>
<td>Signed Copy of RFP</td>
<td>Yes / No</td>
</tr>
<tr>
<td>16</td>
<td>Duly signed copy of Bank’s Response to pre-bid queries, Corrigendum, Addendum (if Any)</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

Name of the Authorized Person:
Designation:
Contract no.:
Email:
ANNEXURE-V- FORMAT OF PRE – BID QUERIES

To be submitted in excel sheet

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Ref. No : IDBI/PCell/ RFP/2018-19/08</th>
<th>Bidder Name :</th>
<th>Contact Person :</th>
<th>Contact no / email id:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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<tr>
<td>7</td>
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<td></td>
</tr>
</tbody>
</table>

********** END OF BID DOCUMENT**********