Request for Proposal (RFP)
For
Procurement of Very Early Smoke Detection Apparatus (VESDA) System, Hand Geometry access control System and to conduct Hydro testing

For IDBI Bank

RFP No: IDBI/PCell/RFP/2015-16/027

Date: 8th February 2016
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<td>08/02/2016</td>
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<td>Submission of Pre-Bid Queries Date</td>
<td>11/02/2016 till 5.00 pm</td>
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<td>Pre-Bid Meeting Date</td>
<td>15/02/2016 at 3.30 pm</td>
</tr>
<tr>
<td>Last date and time for submission of Bids Date</td>
<td>04/03/2016 at 4.00 pm</td>
</tr>
<tr>
<td>Cost of the Bid Document</td>
<td>Rs.10,000/- (Rupees Ten Thousand Only) in the form of demand draft / bankers cheque / pay order 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.2,00,000/- (Rupees Two 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>
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<td>DGM – ITD. IDBI Bank Limited, C/O IDBI Intech Ltd. Mafatlal Centre, 5th Floor, Nariman Point, Mumbai – 400 021</td>
</tr>
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| Contact Person                      | For Technical Queries  
For general Queries  
Shri. Milind Parab  
Tel. No. 022- 39148334  
milind.parab@idbiintech.com  
Arzen Baria  
Tel. No. : 022- 61986932  
arzen.baria@idbiintech.com |

**Note:**
1. This tender document is the property of the Bank & is not transferable.
2. This bid document has 98 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in this schedule.
DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to 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. 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.

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.

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 for any changes / development in relation to this RFP.
SECTION – 1

1. BACKGROUND

IDBI Bank Ltd (“IDBI Bank / Bank / Purchaser”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a deemed 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 to industries and conducting banking business.

2. PURPOSE OF THIS RFP

1.1. The purpose of this RFP is invite bids for replacement of Very Early Smoke Detection Apparatus (VESDA) System, Hand Geometry access control System and to conduct Hydro testing to conduct the Hydro test on FM 200 cylinders for Data Centre (DC) at CBD - Belapur and DR site at Chennai.

3. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

4.1. The Bidder shall furnish as a part of its Bid, a Bid Security of Rs. 2,00,000/- (Rupees Two 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.

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

4.3. The Bid Security shall be forfeited:

   (i) if a Bidder withdraws his bid during the bid validity period; or
   (ii) 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
   (iii) 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
   (iv) 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.
4.4. The Bid Security shall not bear any interest.
4.5. The Bid Security of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of contract.

4.6. EMD of the Successful Bidder shall be retained as Security Deposit till the time submission of legal documents.

4.7. Any decision by IDBI Bank in this regard shall be final, conclusive and binding on the Bidder/s.

4. DUE DILIGENCE

5.1. 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 questioned / 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 only) (“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. 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. The Cost is non-refundable.

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

7.1. The bidder must be a company registered in India under Companies Act 1956/2013.

7.2. The Bidder should be operating in India, in this line of business for last five years as on March 31, 2015 (Bidder’s profile to be submitted as per annexure).

7.3. The bidder may be an OEM or an Authorized Service Partner, in case the OEM does not deal directly with the client; OEM may bid through any of their Authorized Service Partner. (Manufacturers Authorization letter from OEM in favour of Bidder must be provided in the format given in the RFP)

7.4. The bidder should have minimum annual turnover of Rs. 5 crores in each of the last three financial years i.e. 2012-13, 2013-14 and 2014-2015. (Audited Balance Sheet of the last three financial years; in case the audited AFS for 2014-15 is not available Unaudited / provisional Financial Statement accompanied by certificate from the auditor regarding turnover and networth should be submitted.)

7.5. The Bidder should have positive net worth in the last three financial years i.e. 2012-13, 2013-14 and 2014-2015.

7.6. The bidder should have Supplied & installed at least one similar VESDA system at any data centre of PSUs/ Banks / any organization in the BFSI sector, in the last two financial years. (Submit copies of POs, related delivery challan, installation report and Performance certificates issued by the competent authority of the concerned clients for delivery, installation and good working condition. Reference for each of the PO should contain the information like Name and address of organization, contact person details etc)

7.7. The Bidder’s who have been associated / empanelled with IDBI Bank Ltd. for the supply of fire protection / VESDA system during the past 3 years have to submit the satisfactory performance certificate issued by the competent authority in the Bank.

7.8. The bidder should have support & services centre in Mumbai / Navi Mumbai and Chennai. (They can support directly or through their franchisee/Authorised Support Partners) The Bidders have to provide escalation matrix of the support & services centre in Mumbai / Navi Mumbai and Chennai.

7.9. The bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years (Self Declaration as per format given in the RFP).

7.11. The OEM should be ISO 14001 compliant. Current and valid Certificate to be submitted.

All eligibility requirements mentioned above should be complied 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.

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 providing services in the field of information and communication technology, the technical know-how, and the financial ability that would be required to successfully set-up the required infrastructure and provide the services sought by Bank.

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 IDBI Bank Ltd 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. Only the short listed bidders will be permitted to participate in the Online Reverse Auction (“ORA”). The Bidders shall be required to indicate whether or not any training is required for them to participate in the ORA. The Bidders must compulsorily have a Class 2 digital certificate to participate in the ORA process.

8.4. L1 vendor will be arrived at through ORA. After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation in respect of that particular zone.

8.5. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder’s Bid and make procurement from the L2 or L3 Bidder after following due process.

8.6. 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.

8.7. Bank reserves the right to modify the total quantities. The Bidder shall not and hereby waive any or all objections that it might have at the relevant point of time.
8.8. The Bidder shall produce a self-declaration that (i) they are duly authorized persons to submit this undertaking (ii) they have read and understood the RFP and have conveyed their absolute and unconditional acceptance to the RFP (iii) they 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. They shall on occurrence of any such event immediately inform the concerned authorities of the same (iv) they have submitted Bid in compliance with the specific requirements as mentioned in this RFP (v) they 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.(vi) Neither they nor any of their employee/director has been barred from providing the Services nor are they in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years (vii) there is no vigilance and / or court cases pending against them/company and no inquiry or investigation pending against them from any statutory regulatory and / or investigation agency (viii) all the information furnished in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. They have gone through all the conditions of Bid and are aware that they would be liable to any punitive action in case of furnishing of false information / documents. (ix) they also undertake that, they were/are never involved in any legal case that may affect the solvency / existence of their organization or in any other way that may affect capability to provide / continue the services to Bank (x) they will further certified that they have not modified or deleted any text/matter in the RFP.

**Note:** Bidder must comply with all the above-mentioned criteria as specified above and more elaborately described in Annexure IV (Contents of the Technical Bid). Non-compliance of any of the criteria can 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. GUIDELINES 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. Bidder will be allowed to participate in the Online Reverse Auction (ORA) only after qualifying in the evaluation of Technical Bids.

9.3. The bid response, duly addressed to Deputy General Manager, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified 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 of undertaking 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. The Bid Documents may be downloaded from our website www.idbi.com and submitted at the address mentioned in the Document Control sheet.

9.11. 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.

9.12. 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. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price as the obsolete model.

9.13. 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.

9.15. 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.

9.16. To complete the work at the site within stipulated timeframe, Bidder’s employees / contracted workmen may have to visit the site multiple times, at no extra cost to the Bank.

9.17. 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.

9.18. Prices quoted should be EXCLUSIVE of taxes i.e. Sales Tax, VAT, and service tax as may be applicable.

9.19. Octroi / Entry Tax / Local Body Tax (LBT) as applicable will be payable at actuals on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.

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

9.21. 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.

9.22. 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.

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

9.24. 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.

9.25. 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.

9.26. 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.

9.27. 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.

9.28. 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.

9.29. 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.

10. PAYMENT TERMS

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

10.2. For procurement of equipment: 90% on delivery, installation and on production of acceptance certificate from the dealing group. 10% will be retained and refunded to the vendor after the end of the warranty period. The Bidder should make sure that all legal documents mentioned in the RFP are submitted within 15 days after the conclusion of the contract.

10.3. For AMC of all equipments: Quarterly in arrears.

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.

11. DELIVERY, INSTALLATION AND COMMISSIONING

11.1. Delivery & installation will be at the specified locations within the time specified in the section regarding Scope of work.

11.2. The delivery & installation schedule specified above shall be strictly adhered to. Time is the essence of this Contract.

11.3. The bidders should submit a list of support center addresses, contact person & the resolutions/response/Escalation matrix for these locations.
11.4. As per specifications mentioned above, the equipments / apparatus should be delivered within 4 (four) weeks from the date of purchase order. All items should be delivered together. In case the vendor wishes to effect part shipment, prior approval of the Bank in writing should be obtained.

11.5. Delivery time for refilling FM 200 cylinders after hydro testing and commissioning will be 8 (eight) weeks from the date of purchase order.

12. INSTALLATION REPORTS

12.1. The successful vendor should take care to include the following points in the installation reports:

   I. Date of completion of installation should be mentioned in the installation reports.
   ii. Reason for delay, if any, for installation.
   iii. If the delay for installation is from vendor side – It should be mentioned as “Delay from Vendor side”
SECTION – 2

1. PROCEDURE FOR SUBMISSION OF BIDS

1.1. 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 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 superscribed as “Technical Bid for Procurement of Very Early Smoke Detection Apparatus (VESDA) System, Hand Geometry access control System and to conduct Hydro testing” & One sealed Indicative Commercial Bid superscribed as “Indicative Commercial Bid for Procurement of Very Early Smoke Detection Apparatus (VESDA) System, Hand Geometry access control System and to conduct Hydro testing” 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. 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.

1.27. 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.

1.28. The bidder is expected to submit one indicative commercial proposal and only one ORA will be conducted for the complete procurement / project.

1.29. The vendor will ensure that the stipulated Support and maintenance facilities on the hardware / software will be available for a minimum period of 5 years.

2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

2.1. The following documents inter-alia have to be submitted by Bidders

i. DDs for EMD and Bid amount.
ii. Unconditional Acceptance of Terms and Conditions.
iii. Certificate of Incorporation / Registration, as applicable.
iv. Certificate of commencement of business, as applicable.
v. Audited Annual report /Balance sheet of last three financial years
vi. Fulfillment of Eligibility Criteria.
vii. All documents evidencing the fulfillment of eligibility criteria.
viii. Manufacturer’s Authorization Letter from the OEM.
ix. No vigilance/black listing/court case declaration.
x. Copy of registration certificate regarding Sales Tax / VAT/Service Tax.
xi. Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP including the Indicative Commercial Bid.
xii. Masked Commercial bid format.
xiii. Indicative Commercial Bid— Separate sealed Envelope.

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 Annexure IV.**

### 3. CLARIFICATION OF BID DOCUMENT

3.1. 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.

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

### 4. LANGUAGE OF BIDS

4.1. 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.

### 5. BID PRICES

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

5.2. 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.

5.3. The prices quoted will be exclusive of Sales Tax, VAT, Service tax as applicable. The total price quoted must be inclusive of cost of supply and providing services during the service period.
5.4. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

5.5. Octroi / Entry Tax/Local Body Tax (LBT) will be payable at actuals on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.

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

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

5.8. 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.

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

6. FIRM PRICES

6.1. 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.

7. BIDDER QUALIFICATION

7.1. 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.

7.2. 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.

7.3. 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 officer of the Bidder’s organization. Each bid shall be signed by a duly authorized officer.
7.4. 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.

7.5. 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.

8. PERIOD OF VALIDITY OF BIDS

8.1. 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.

8.2. 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.

9. FORMAT AND SIGNING OF BID

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

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

9.3. 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.

9.4. 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.

9.5. 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.

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

9.7. The Bidders shall seal and mark the Bid accordingly.
9.8. 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.

10. LOCAL CONDITIONS

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.

11. LAST DATE FOR RECEIPT OF BIDS

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

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

12. LATE BIDS

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

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

13.2. The Bidder should submit its modified Bid in whole as a replacement of its previous Bid.

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

13.4. No Bid may be modified subsequent to the last date for receipt of Bids.

13.5. No Bid may be withdrawn in the 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.

14. ADDRESS FOR CORRESPONDENCE

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

15. OPENING OF BIDS

15.1. 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.

15.2. 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.

15.3. 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.
15.4. 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.

15.5. 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.

15.6. Bidders’ authorized representatives will not be invited at the time of opening of the Indicative Commercial Bids. Further, the details of Indicative Commercial Bids submitted by the Bidder(s) will not be announced by IDBI Bank.

15.7. Only technically qualified (shortlisted) Bidders will be allowed to participate in an Online Reverse Auction (ORA).

16. CLARIFICATIONS

16.1. 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.

17. CONTACTING BANK

17.1. 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).

17.2. 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.

18. EVALUATION AND COMPARISON OF BIDS

a) Preliminary check

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.

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

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.

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.

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.

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.

b) Technical Bid evaluation

1. A screening committee constituted by IDBI Bank for the purpose of selection of the successful Bidder, would evaluate Bids.

2. 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.

3. Each Bidder acknowledges and accepts that IDBI Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.
4. 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.

5. 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 Hardware, system demonstration of proposed product, 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 functionalities specified in the RFP.

6. After preliminary examinations and / or opening of the Technical Bids, some or all of the Bidders may be asked to arrange for client site visits.

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

c) Commercial Evaluation

1. The Indicative Commercial Bid will be opened only if the Technical Bid is cleared and accepted.

2. 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.

3. L1 vendor will be arrived at through an Online Reverse Auction (ORA). Bank reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

4. IDBI Bank's decision in respect of evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

IDBI 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.
19. POST QUALIFICATION

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

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

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

20. FINANCIAL BIDDING PROCESS (ORA)

20.1. In this phase, the technically qualified Bidders will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately.

20.2. After ORA, if there is a large variance in the prices quoted, Bank reserves the right to call the successful bidder for a price negotiation.

20.3. 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.

20.4. The bidder participating in ORA must compulsorily have a Class 2 digital certificate to participate in the ORA.

20.5. On conclusion of ORA, the Successful Bidder (L1) shall submit to the Bank the price breakup for the ORA amount in the format as provided by the Bank. If the price breakup is not submitted to the Bank within 3 days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder’s Bid and make procurement from L2 or L3 Bidder who matches price with L1 Bidder after following due process.

21. BANK’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

21.1. 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.

22. ACCEPTANCE OF BID

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

23. SIGNING OF CONTRACT

23.1. 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 PO / LOI.

23.2. The signing of Contract should be accompanied by the submission of, Non- Disclosure Form and Deed of Indemnity / warranty etc.

23.3. 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.

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

23.5. 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.

24. DISCHARGE OF BID SECURITY

24.1. EMD of successful Bidder shall be discharged on signing of the Contract and other legal documents.

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

24.3. All the bidders are required to submit the EMD refund request in the format given in the RFP.

25. RETENTION MONEY

25.1. 10% of the value of the equipment procured will be retained as security deposit till the end of warranty. This security deposit will be refunded after deduction of all penalties levied during the warranty period, for delay or default in delivery / services.
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 Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for delivery, installation, commissioning and operationalization of the Fire protection system for locations / sites of IDBI Bank as inclusively stated under sections Service Level Expectations, Specifications of Systems, Solutions & Scope of work (Section -4 and Section - 6).

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.

1.6. “Service Period” means the period of 1 year commencing from the date of successful commissioning as mentioned in the acceptance certificate issued by Purchaser. This period will comprise of 1 year of warranty.

1.7. "System" or “Equipment” means the Fire protection system and its related peripherals as mentioned in the Bid.

1.8. 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.
1.9. “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.

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

1.11. "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

1.12. “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.

1.13. “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.

1.14. “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.

1.15. “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.

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

1.17. “Site” means the place where the equipments / apparatus 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. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1. 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.

4.2. 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.

4.3. 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.

5. INDEMNITY

5.1. 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, trademark, copy-rights or industrial drawings and designs arising from use of the Services or any part thereof and/or otherwise. The provisions under this clause shall survive the termination of the Contract.

6. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

6.1. 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.

6.2. 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 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.

6.3. 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.

6.4. 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.

7. INSPECTION AND QUALITY CONTROL TESTS/CHECK

7.1. 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.

7.2. 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.

7.3. IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the goods/services are according to the prescribed specifications and standards.

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

8. MANUALS

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

8.2. 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.
8.3. System manuals should include the specifications of the various equipments supplied.

9. ACCEPTANCE CERTIFICATES

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

10. DELIVERY AND DOCUMENTS

10.1. Delivery of the equipment shall be made by the Bidder within 4 weeks 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 and 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 address of delivery, 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 and acceptance certificate duly signed for receipt, installation and commissioning of equipment from the concerned location.

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

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

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 System(s) to a specified place or destination in India, being the project site or elsewhere, transport, 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. INCIDENTAL SERVICES

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

12.1.1. Performance of on-site commissioning of the System;

12.1.2. Furnishing of services required for maintenance of the rendered Systems.

12.1.3. Furnishing manuals for each appropriate unit of the rendered Systems.

12.1.4. Maintenance of the rendered equipment for the “Contract Period”, provided that this maintenance shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and

12.1.5. Any other related services as the Purchaser may require and deem fit.

13. WARRANTY

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

13.2. The minimum warranty period shall be the period of 1 year from date of installation and commissioning. The Bidder shall, in addition to this, comply with the performance guarantees specified under and in accordance with the Contract.

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

13.4. If the Bidder having been notified fails to remedy the defect(s) within the period specified in Section-4, Purchaser may proceed to take such remedial action as may be necessary, at the Bidder’s risk and expense and without prejudice to any other rights, which Purchaser may have against the Bidder under and in accordance with the Contract.
14. CHANGE ORDERS/ALTERATION/VARIATIONS

14.1. The Bidder agrees that the requirements given in specifications, charts, etc in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to Purchaser. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the Purchaser’s notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to Purchaser.

14.2. 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:

   i. Functional specification
   ii. The Services to be provided by the Bidder

14.3. 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.

14.4. 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.

14.5. 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.

14.6. Any change order shall be duly approved by the Purchaser (including any modification/change in the Contract Price) in writing.
14.7. 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.

15. **CONTRACT AMENDMENTS**

15.1. 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.

16. **DELAYS IN THE BIDDER’S PERFORMANCE**

16.1. 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.

16.2. If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely delivery of the equipment and its installation, 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.

16.3. 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.

16.4. 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:

16.4.1. Forfeiture of its Retention Money / security deposit / performance bank guarantee.

16.4.2. Termination of the Contract for default.
17. **FORCE MAJEURE**

17.1. Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Security Deposit / retention money, liquidated damages or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

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

17.3. If a Force Majeure situation arises, the bidder shall promptly notify IDBI Bank in writing of such conditions and the cause thereof. Unless otherwise directed by IDBI Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. IDBI Bank may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

(a) materially and adversely affects the performance of obligations under the Contract;
(b) are beyond the reasonable control of the Bidder;
(c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
(d) do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

18. **DISPUTE RESOLUTION**

18.1. 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:

18.1.1. 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.

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

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

18.4. The provision under this section survives the contract.

19. ADDRESSES FOR NOTICES

19.1. 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:

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<thead>
<tr>
<th>In the case of Purchaser</th>
<th>IDBI Bank Limited</th>
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<tbody>
<tr>
<td></td>
<td>IDBI Building, Plot No.39-41, Sector-11, CBD Belapur, Navi Mumbai – 400 614, Maharashtra</td>
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<tr>
<td></td>
<td><strong>Attn:</strong> Shri. Abhijit Das</td>
</tr>
<tr>
<td></td>
<td><strong>Tel:</strong> +91-22-66552005</td>
</tr>
<tr>
<td></td>
<td><strong>Email:</strong> <a href="mailto:abhijit.das@idbi.co.in">abhijit.das@idbi.co.in</a></td>
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<table>
<thead>
<tr>
<th>In the case of the Bidder</th>
<th>&lt;...... company name &amp; Address ..... &gt;</th>
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19.2. 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.

20. TAXES AND DUTIES

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

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

20.3. 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.

20.4. 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.

20.5. 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.

21. SUCCESSFUL BIDDER’S INTEGRITY

21.1. 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.
22. SUCCESSFUL BIDDER’S OBLIGATIONS

22.1. 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.

22.2. The Successful Bidder would be required to install and implement the requisite infrastructure (mentioned in Section-4) 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 equipment/hardware/software.

22.3. In addition to the aforementioned, the Bidder shall perform the Services at locations specified by the Purchaser and establish the necessary infrastructure 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.

22.4. 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.

23. INTELLECTUAL PROPERTY / PATENT RIGHTS

23.1. 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 do the aforesaid and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible/liable for the compensation, including all expenses, court costs and lawyer fees, borne by the Purchaser. Purchaser will give notice to the Bidder of any such claim, if made, without delay.

24. SURVIVAL

24.1. 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.

24.2. 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.

25. **NO AGENCY**

25.1. 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.

26. **NO SET-OFF, COUNTER-CLAIM 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.

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

However, IDBI Bank shall have such rights against the successful Bidder.

27. **KEY PERFORMANCE MEASUREMENTS**

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

28. **COMMENCEMENT AND PROGRESS**

28.1. The Bidder shall proceed to carry out the delivery, installation and commissioning 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.
29. START OF INSTALLATION

29.1. 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.

30. REPORTING PROGRESS

30.1. 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.

30.2. 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.

31. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

31.1. 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.

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

31.3. 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.

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

32. STATUTORY REQUIREMENTS

32.1. 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.
32.2. 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.

32.3. 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.

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.

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 Purchaser’s information security policy and instructions in this behalf.

34.3. Bidder acknowledges that Purchaser’s business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information.

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

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

### 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:

i. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing the Product 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.
ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

37.2. 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.
37.3. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

37.4. 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.

37.5. 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.

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

37.7. 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.

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

37.9. 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.

37.10. 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.

37.11. 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:

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

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

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

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

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:

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

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

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

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

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

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 1 (One) year from the date of acceptance of the system.

### 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:
i. Where it comes to the Purchaser’s attention that the Bidder (or the Bidder’s team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder’s Bid or this Contract.

ii. Where the Bidder’s ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

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, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Successful Bidder / Vendor, may terminate the Contract in whole or in part.

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.

40.5. 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. Termination survives the Contract.

41.7. 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.
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. The courts 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 has 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 Expectations given in Section-4 of this Bid Document.

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

52. INSURANCE TO BE TAKEN OUT BY THE BIDDER

52.1. The Bidder shall:
   i. 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.
   ii. At the Purchaser’s request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
   iii. 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.
iv. Third party liability insurance with a sufficient coverage for the period of the Contract.

v. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.

vi. 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

vii. 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.

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

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

x. Appropriate insurance to cover the System(s) for the transit period till the time of its delivery, installation/testing and acceptance by the Purchaser at the respective site is to be taken by the Bidder.

53. PURCHASER’S RIGHT OF INSPECTION AND PERIODIC AUDIT

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

53.2. 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.

53.3. 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.
53.4. 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.

53.5. The cost of inspection at the vendor 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 vendors. In other circumstances where the Bank wishes to have a secondary inspection at its own site, cost will be also born by bidder only.

54. RECORDS OF CONTRACT DOCUMENTS:

54.1. 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.

54.2. The Bidder shall keep 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.
SECTION – 4

1. PURPOSE/SCOPE OF WORK

1.1. This section gives the scope of work and lists the minimum service level expectations to be maintained by the successful bidders on award of the contract.

1.2. The successful bidder may have to enter into a service level contract with Bank on award of the contract as per the format provided by Bank.

1.3. The Bank reserves the right to enhance, amend, modify the scope of work, herein below mentioned to give effect to the purpose of this RFP.

2. REQUIREMENT (SUMMARY)

The Bank intends to procure the following equipment and services for its Data centres at Navi Mumbai and Chennai.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Systems</th>
<th>DC -Navi Mumbai</th>
<th>DR Chennai</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Access Control System</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Very Early Smoke Detection Apparatus System (VESDA)</td>
<td>2</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>Fire Separation System (FM 200) with Gas release panels gas release / Abort stations &amp; its accessories</td>
<td>1-set</td>
<td>1-set</td>
<td>2- Set</td>
</tr>
<tr>
<td>4</td>
<td>Warning Sign Board</td>
<td>14</td>
<td>14</td>
<td>28</td>
</tr>
</tbody>
</table>

3. REQUIREMENT (DETAILED WITH SCOPE OF WORK)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>a) The vendor has to dismantle the existing Hand Geometry Systems unit</td>
</tr>
<tr>
<td></td>
<td>b) Supply, install, test and commission the new Hand Geometry Access Readers with accessories.</td>
</tr>
<tr>
<td></td>
<td>c) The new System should be integrated with existing software EBI 410 &amp;</td>
</tr>
</tbody>
</table>
Honeywell hardware Tema Server access control systems at DC, Belapur & DR, Chennai.

The Hand Geometry Access Readers should have below facilities

1) Multiple card reading technologies.
2) Multiple facility codes supported
3) Remote alarm monitoring
4) Inbuilt database backup to facilitate offline use
5) All access doors should release in case of fire.
6) Automatic locking & unlocking of the doors
7) Complete with Battery Charger and Battery back up
8) Should Support Electromagnetic Lock Doors. 600 lbs capacity
9) Should sound alarm/buzzer, if the door is not properly closed.
10) Full reporting capabilities and custom reports
11) Supports IP Series (Ethernet ready) controllers.
12) Should support Windows based Operator work stations.
13) Automatic Server archival & back up
14) Hand Geometry cum Proximity Reader with storage capacity of minimum 3000 templates.

02 – Very Early Smoke Detection Apparatus System (VESDA)

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Scope of Work</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>The Vendor has to dismantle the existing 4 nos of HSSD Panels which are installed &amp; integrated with Honeywell EBI R410 software and the existing FM 200 Gas release panels at below mentioned location &amp; areas.</td>
</tr>
<tr>
<td>1)</td>
<td>DC Belapur.</td>
</tr>
<tr>
<td>1)</td>
<td>Zone 01 Server room.</td>
</tr>
<tr>
<td>2)</td>
<td>Zone 02 Network room.</td>
</tr>
<tr>
<td>3)</td>
<td>Zone 03 Electrical room no 01.</td>
</tr>
<tr>
<td>4)</td>
<td>Zone 04 Electrical room no 02.</td>
</tr>
</tbody>
</table>
2) DR Chennai.

1) Zone 01 Server room.
2) Zone 02 Network room.
3) Zone 03 Electrical room no 01.
4) Zone 04 Electrical room no 02.

1) Server Room & Network Room: - The HSSD panel piping with nozzles covers three layers a) Above false ceiling b) Below false ceiling c) Below false floor. They are integrated with Honeywell EBI R410 software and existing FM 200 Gas release panel.

2) Electrical Room 01 & Electrical Room 02:- HSSD panel piping with nozzles covers two layers a) Above false ceiling b) Below false ceiling and they are integrated with Honeywell EBI R410 software and existing FM 200 Gas release panel.

b) The Vendor has to design, supply, install, test and commission the new Very Early Smoke Detection Apparatus System (VESDA). This system has to be integrated with existing Software EBI 410 and gas release panel, at below mentioned location & areas.

1) DC Belapur.

1) Zone 01 Server room.
2) Zone 02 Network room.
3) Zone 03 Electrical room no 01.
4) Zone 04 Electrical room no 02.

2) DR Chennai.

1) Zone 01 Server room.
2) Zone 02 Network room.
3) Zone 03 Electrical room no 01.
4) Zone 04 Electrical room no 02.

A Very Early Smoke Detection Apparatus System (VESDA) should have the following features:
• The detector should provide Very Early Smoke Detection warning with four output levels corresponding to Alerts, Actions, Fire 1 and Fire 2. These levels shall be programmable and able to be set at sensitivities ranging from 0.008 to 6.00% obs/ft.

• The detector should be self monitoring for filter contamination.

• The detector should provide staged airflow faults via the use of an ultrasonic flow sensor in the pipe inlet port.

• The detector should provide fault and alarm indications through LEDs and relay outputs.

• The detector should have airflow monitoring facility and provide high & low airflow faults.

• Monitoring contamination of the filter (dust & dirt etc.) to notify automatically when maintenance is required.

• The Laser Detection Chamber should incorporate a separate secondary clean air feed from the filter; providing clean air barriers across critical detector optics to eliminate internal detector contamination.

• The Detector, Filter, Aspirator and Relay Outputs should be housed in a mounting box and should be arranged in such a way that air is drawn from the fire risk area and a sample passed through the Dual Stage Filter and Detector by the Aspirator.

• The detector should be LASER-based type and shall have an obscuration sensitivity range from 0.008 to 6.0% obs/ft.

• The Detector should have four independent field programmable smoke alarm thresholds across its sensitivity range with adjustable time delays for each threshold between 0-60 seconds.

• The detector should also incorporate the facility to transmit a fault either via a relay or via a VESDA net card as an option.

• The detector should have a single pipe inlet that must contain an ultrasonic flow sensor. High flow fault (urgent and non-urgent) and low flow fault (urgent and non-urgent) can be reported.

• The filter must be a two-stage disposable filter cartridge. The first stage shall be capable of filtering particles in excess of 20 microns from the air sample. The second stage shall be ultra-fine, removing more than 99% of contaminant particles of 0.3 microns or larger, to provide a clean air barrier around the detector’s optics to prevent contamination and increase service life.

• The assembly must contain relays for basic alarm and fault conditions. The relays should be software programmable (latching or non-latching). The
relays must be rated at 2 A at 30 VDC. Remote relays should be offered as an option with a VESDA net interface card and either configured to replicate those on the detector or programmed differently.

- The assembly should have built-in event and smoke logging. It shall have separate event log storage for smoke levels, alarm conditions, operator actions and faults. The date and time of each event shall be recorded. Each detector (zone) shall be capable of storing minimum 10,000 events.

- PC based configuration tools should be available to configure and manage the network of detectors.

Display And Detector Assembly.

- The detector should be provided with LED indicators. Each Detector should provide the following features at a minimum:

- Alert, Action, Fire 1 and Fire 2 corresponding to the alarm thresholds of the detector.

- Display to represent the level of smoke present in protected area.

- Fault indicator.

- Power indicator.

- Disabled indicator.

- Buttons supporting the following features shall be accessible to authorized personnel:

  - Reset – (press and release) un-latches all latched alarm and faults.

  - Disable – (press and release) disables the fire relay outputs from actuating and indicates a fault.

  - Test – (press and release) simulates a Fire 1 condition.

Piping.

The air sampling pipe should be a smooth bore with an internal diameter between 15-25 mm. Normally; pipe with an outside diameter of 25mm and internal diameter of 21mm should be used.

All joints in the sampling pipe must be air tight and properly sealed using solvent cement, except at entry to the detector.
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hydro testing of the FM 200 Cylinders</strong> (CCOE certified 80 L capacity. Seamless cylinders with valve assembly) with Servicing of the Actuator valves, Pressure Gauges, Pneumatic hoses and replacement of the 4 Zone gas release panels &amp; its accessories.</td>
</tr>
</tbody>
</table>

**Scope of work**

The vendor has to dismantle the existing cylinders of FM 200 (CCOE certified 80 L capacity seamless cylinders with valve assembly) which is integrated with fire alarm Panel, gas release panel & gas release / Abort stations & existing software EBI 410.

Vendor has to carry out the hydro test of the FM 200 cylinders by reinstallation, testing, commissioning with fire alarm panel and integrate with new gas release panel & gas release / Abort stations at below mentioned locations. & submit the test reports accordingly.

1) DC Belapur.
   1) Zone 01 Server room: - 9 Nos Cylinders.
   2) Zone 02 Network room: - 2 Nos Cylinders.
   3) Zone 03 Electrical room no 01: - 1 Nos Cylinders.
   4) Zone 04 Electrical room no 02: - 1 Nos Cylinders.

2) DR Chennai.
   1) Zone 01 Server room: - 3 Nos Cylinders.
   2) Zone 02 Network room: - 1 Nos Cylinders.
   3) Zone 03 Electrical room no 01: - 1 Nos Cylinders.
   4) Zone 04 Electrical room no 02: - 1 Nos Cylinders.

A. **The Re-filling Of HFC-227ea Clean Agent And Hydrottest of cylinders.**
   - All the items are sole the property of IDBI Bank. No interchange/ exchange is allowed. All the HFC-227ea Clean Agent cylinders have to be clearly marked and the cylinders returned after successful testing and refilling.
   - Currently HFC-227ea Cleen Agent Cylinders are installed at Data Centre, CBD-
Belapur and DR Site, Chennai. Vendor should remove these cylinders from respective locations and take them to the vendor Filling Station. Vendor should recover the gas from the cylinders before the hydro test is conducted on the cylinders as per guidelines given by CCOE- Nagpur. After successful hydro testing of the cylinders, the vendor should refill the cylinders with recovered Clean Agent Gas (HFC-227ea).

- Bidder should indicate gas loss factor during recovery and transfer of gas. Vendor should build the cost for these loss of gas in their commercial offer.

- The cylinders should be refilled as per the capacity mentioned in the enclosed list.
- The gas should be filled as per the standard specification and a certificate has to be provided in respect of purity by the vendor.
- During the refilling & hydrotesting of the cylinders, the vendor has to provide standby (HFC-227ea) filled FM 200 Cylinders of same capacity at the both locations till the successful testing and commissioning of the original cylinders.

**FM200 Cylinder Summary :**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Area</th>
<th>Cylinder Capacity</th>
<th>No. of Cylinder</th>
<th>HFC-227ea Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Server Room &amp; PAC</td>
<td>168 Lbs</td>
<td>9 Nos.</td>
<td>1183 Lbs</td>
</tr>
<tr>
<td>2</td>
<td>Net Work &amp; Telecom Room</td>
<td>168 Lbs</td>
<td>2 Nos</td>
<td>334 Lbs</td>
</tr>
<tr>
<td>3</td>
<td>Electrical Room-1 &amp; UPS</td>
<td>168 Lbs</td>
<td>1 No.</td>
<td>143 Lbs</td>
</tr>
<tr>
<td>4</td>
<td>Electrical Room-2 &amp; UPS</td>
<td>168 Lbs</td>
<td>1 No.</td>
<td>145 Lbs</td>
</tr>
</tbody>
</table>
The vendor has to carry out the below mentioned testing / calibration during the Hydro test & submit the reports accordingly.

1) Hydro testing of the FM 200 Cylinders
2) Calibrate the Electrical cum Mechanical actuator.
3) Calibrate the Pressure Gauges of each cylinder.
4) Carry out inspection of the Flexible rubber discharge hoses.
5) Carry out inspection of the rigid angle supports, & apply 2 coats of zinc primer & 3 coats of P.O red paint on cylinders and stick the caution & information sticker on it.
6) Carry out Inspection, Testing & commissioning of Cylinder Discharge Pressure Switch.
7) All the inspection reports has to be provided by the vendor.

Gas release panels – Specification and feature.

1) The Gas release panels should be 4-Zones.
2) The panels should have microprocessor based controller with 1 to 255 sec time delay (selectable / Adjustable).
3) The panels should have gas release and Abort facility including Auto & Manual Mode Function.
4) The panels should have two special purpose monitor inputs that accept manual release request and manual abort request for Agent Release systems from respective release & abort stations,
5) The panel has to integrate with existing fire alarm panel.

6) The panels should display its Status LEDs per circuit for Alarm, Trouble, and Supervisory (where appropriate).

7) The panels should have pushbutton switches for Acknowledge, Alarm Silence, and System Reset.

8) The panel should have facility of last 50 events storage in non-volatile memory. And it can be accessed by connecting a technician’s computer to the service port.

9) The panel should have the alarm and trouble status indicating LEDs for each input and output, visible through the locking cabinet door.

10) The panel should have inbuilt battery charger & battery backup minimum 8 hrs.

11) The panel should compatible with Listed/Approved 24 VDC or 2 to 12 VDC series connected actuators.

12) The panel should have LCD display with back light.

13) The panel should have Real Time Clock & Event Logging for Zone Alarm, Zone Fault, Power Fault & Gas Release Events.

14) The panel should have Cross Zoning Facility.

15) The panel should have Solenoid circuit monitoring facility for Open & Short Circuit.
**Warning Sign Board:**

The vendor has to Supply Installation Testing & Commissioning of the **RED in colour** Warning Sign Board with relevant accessories marking as "**GAS DISCHARGE - DO NOT ENTER IN THE ROOM**" (refer the below sample sign board) Should Operate on 24 V DC, driven through Gas Release Panel at outside of the rooms mentioned below and "**GAS DISCHARGE - EVACUATE IMMEDIATELY**" mark inside the rooms mentioned below.

1) Server Room  
2) Network Room  
3) Telecom Room  
4) Electrical Room 01 & 02  
5) PAC 01 & PAC 02

The dimension of the signage will be 150x600x5mm (H, W, D).

**4. PREVENTIVE MAINTENANCE ACTIVITY**

i. The vendor has to carry out the Preventive Maintenance (PM) every quarter.  
ii. Carry out inspection & calibration of the FM 200 system, VESDA, Hand Geometry units, Gas release panels and Gas release/Abort stations. 
iii. Carry out inspection, calibration & testing of the electrical cum mechanical actuator of FM 200 by dismantling the actuator & applying the voltage. 
iv. Carry out inspection & maintain the gas pressure gauge of FM 200 cylinders. 
v. Reports for the above mentioned activities to be submitted.

**5. WARRANTY / AMC SUPPORT (SLA)**

Warranty for all equipments procured would be 1 (One) year from date of installation & commissioning of these equipments.
i. To attend the unlimited break down calls of VESDA, FM 200, hand geometry, Gas release panels and Gas release/Abort stations and its accessories of the DC & DR.

ii. In case break down of any equipments procured, then vendor has to attend the call along with relevant spares & replace/repair the defective spare and carry out the Installation, Testing & Commissioning of the repair/replace spare and submit the report accordingly.

iii. Carry out inspection & correction of all equipments.

iv. As and when required vendor should carry out inspection & maintain of the gas pressure gauge of FM 200 cylinders with no extra cost.

v. The vendor has to attend the Major/Minor calls within 1 Hrs. (Response Time 1 Hrs) from the call logging time via any mode i.e. phone or email.

vi. The vendor has to resolve the Major/Minor calls within 24 Hrs from the call logged date & time (Resolution Time 24 Hrs i.e. same day).

vii. The vendor has to provide the 24*7 days (365 Days) support for all equipments (like VESDA, FM 200, Access Control System, Gas release panels and Gas release/Abort stations and its accessories etc).

viii. The vendor has to submit the licence copy of fire protection system.

6. PENALTY FOR DEFAULT IN DELIVERY & WARRANTY SUPPORT

i. If the vendor does not deliver as per the above delivery schedule, the Bank may impose a penalty of 0.5% of the total value of the order for each week’s delay subject to maximum of 5% of the contract value. In case the delay exceeds two weeks, IDBI Bank Ltd. reserves the right to cancel the order unconditionally.

ii. If the vendor fails to provide the agreed support/ maintain the Service levels mentioned above, the Bank may impose a penalty of 0.5% of the total value of the order for each instance of delay (beyond the stipulated timelines) subject to maximum of 5% of the contract value. In case the delay in services exceeds four weeks, IDBI Bank Ltd. reserves the right to terminate the contract unconditionally and /or forfeit the Retention money.
7. OTHER DELIVERABLES.

The Vendor has to submit following layout / SLD diagram in CDS. The design should be in AutoCAD format, (if any change in existing Setup)

1. Access Control System – Hand Geometry System
2. Very Early Smoke Detection Apparatus System (VESDA)
3. Warning and Signage board

8. STANDARD PERFORMANCE

8.1. The Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted practices used in industry. It shall employ appropriate procedures and methods. The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Bank and shall, at all times, support and safeguard Bank's legitimate interests in any dealing with the third parties.
SECTION 5

1. TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

(Submitted by all the bidders at the time of submission of bids)

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

The Deputy General Manager,

IT Department

IDBI Bank Limited

IDBI Tower, 18th floor, WTC Complex,

Cuffe Parade, Mumbai – 400 005.

Dear Sir,

Sub : RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing

Ref No : IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer ________________ 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. The supply of upgraded product, subject to the Bank’s approval, will be at the same contracted price as the obsolete model.

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

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

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.
We enclose a demand draft of **Rs.2 Lakhs (Rupees Two Lakhs Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on ____________, _______ Branch payable at Mumbai. We understand that the EMD will be refunded 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 .........................2016.

Sign
Name of the signatory
Designation
Company Seal.
2. **INDICATIVE COMMERCIAL BID FORM (PRICE LIST FOR EQUIPMENTS)**

2.1. The total indicative cost for the purpose of ORA will be arrived at based on the quotes received.

2.2. Bidder should indicate the make, model of the proposed equipments.

2.3. The Bidder should furnish the information / quotation as per following format:

**Indicative Commercial Bid**

**Sub: RFP for Procurement of Very Early Smoke Detection Apparatus – VESDA, Hand Geometry access control System and to conduct Hydro testing**

**Reference No: IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016**

**Supply, Installation, Testing and commission of the Fire and Security System**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description (specify Make / model against each item)</th>
<th>Quantity</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Access Control System (Bio-Metric)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Very Early Smoke Detection Apparatus System (VESDA)</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fire Separation System (FM 200 Hydro Testing) with Gas release panels and gas release / Abort stations &amp; its accessories</td>
<td>2-sets</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Warning Sign Board</td>
<td>28</td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost for Supply and Installation including one year warranty (A)**

<table>
<thead>
<tr>
<th>AMC for 3 years after expiry of warranty</th>
<th>AMC % p.a.</th>
<th>Amount for 3 years (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  AMC for Access Control System (Bio-Metric) for three years after expiry of one warranty</td>
<td>-----%</td>
<td>(pls. specify)</td>
</tr>
<tr>
<td>2  AMC for Very Early Smoke Detection Apparatus System (VESDA) for three years after expiry of one warranty</td>
<td>-----%</td>
<td>(pls. specify)</td>
</tr>
<tr>
<td>3  AMC for Fire Separation System (FM 200 Hydro Testing) with Gas release panels and gas release / Abort stations &amp; its accessories for three years after expiry of one warranty</td>
<td>-----%</td>
<td>(pls. specify)</td>
</tr>
</tbody>
</table>

**Total AMC Cost (B)**
Note:
1. Prices quoted should be exclusive of Sales tax/ VAT/ Service tax, as applicable.
2. Octroi / Entry Tax / Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.
3. ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, should be included in the Bid price.
4. Applicable taxes would be deducted at source, if any, as per prevailing rates.

We declare that all the terms & conditions as per the RFP are agreeable to us.

(signature)
Name of the signatory
Designation

Date:
Place:
3. 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 Sales tax/ VAT/ Service tax, as applicable.

3) Octroi/ Entry Tax/ Local Body Tax (LBT) as applicable, will be payable, at actual on submission of original Octroi receipt, drawn in the name of “IDBI Bank Limited”.

4) All other Taxes/ Duties/ levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.

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

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

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

8) The final price quoted by the L1 bidder will be valid for a period of 90 days, from the date of award of the contract. 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.

9) Any decision of the Bank, in this connection shall be final, conclusive and binding on us.

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

Date :
Place:
4. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of Rs. 500/-)

(Submitted by all the bidders at the time of submission of bids)

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 for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Sub : RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing. (Reference No : IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016 ) 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 ______________________ 2016
For ____________________________

(Signature)
(Name, Designation and Address)
Date : 

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

RFP No: IDBI/PCell/RFP/2015-16/027 Date: 8th February 2016
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.
5. FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

(To be submitted on the Bidder’s Letter Head)
(Submitted by all the bidders at the time of submission of bids)

To,
Deputy General Manager,
IT Department,
IDBI Bank Limited
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Sub : RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing

Reference No : IDBI/PCell/RFP/2015-16/027 Date: 05th February 2016

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 and install of RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing.

Sign
Name of the signatory
Designation
Company Seal.
6. SELF DECLARATIONS

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

(Submitted by all the bidders at the time of submission of bids)

Date:

To,
DGM (ITD),
IDBI Bank Ltd.
IDBI Tower, 18th floor, WTC Complex,
Cuffe Parade, Mumbai – 400 005.

Sub : RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing.

Reference No : IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

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 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
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Sign
Name of the signatory
Designation
Company Seal.
7. UNDERTAKING FROM OEM

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

(Submitted by all the bidders at the time of submission of bids)

To,
The Deputy General Manager,
IT Department
IDBI Bank Ltd
IDBI Tower, 18th Floor, WTC Complex,
Cuffe Parade, Mumbai-2

Sub: RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing
Reference No: IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

Dear Sir,

We_______ (OEM Vendor) of _______________ 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 full guarantee and warranty for 1 year (back to back warranty) as per terms and conditions of the tender and the contract for our application/ services offered against this invitation for Bid by the above firm.

We also extend our back to back service support and assurance of availability of our equipments and their components as per terms and conditions of the tender, to M/s. ________ (Vendor Name) for a period of five years i.e. up to ________ (Period).
Dated at ______________ this ________ day of _____________ 2016.

Signature :
Name :
Designation :
Company seal :

RFP No: IDBI/PCell/RFP/2015-16/027 Date: 8th February 2016
8. ACCEPTANCE CERTIFICATE

No. ........................................ Date:
M/s. .......................................... .................................

Sub: RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing
Reference No: IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

Certificate of Delivery# / Commissioning# of Systems

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

a) Contract No. ______________________________ dated ________
b) Description of the Systems – Make & Model _______________________
c) Equipment’s Serial No. _______________________________
d) Quantity _______________________________
e) Date of Delivery of Equipment __________________________
f) Date of commissioning/Installation __________________________

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Amount to be recovered</th>
</tr>
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<tbody>
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</tbody>
</table>

3) The Contractor has fulfilled his contractual obligations satisfactorily*
   Or
   The Contractor has failed to fulfill his contractual obligations with regard to the following:
   a) ........................................................................................................
   b) ........................................................................................................
   c) ........................................................................................................
   d) ........................................................................................................

4) The Contractor has fulfilled his contractual obligations satisfactorily*
5) The amount of recovery on account of non-render of Services/Systems is given under Para No.______.

6) The amount of recovery on account of failure of the Contractor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: __________________
Name: __________________
Designation: __________________

# Strike out whichever is not applicable.

Explanatory notes for filing up the certificates:
(a) It has adhered to the time schedule specified in the contract in dispatching/installing the systems/manuals pursuant to Technical Specifications.

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

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

(d) In the event of Manuals having not been supplied or installation and commissioning of the Services having been delayed on account of the Contractor, the extent of delay should always be mentioned.
9. NON-DISCLOSURE AGREEMENT

(On Stamp Paper of Rs. 100/-)
(submitted by the Successful Bidder only)

This Non-Disclosure Agreement entered into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof 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 RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System and to conduct Hydro testing of 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 for RFP for Procurement of Very Early Smoke Detection Apparatus System, Hand Geometry access control System for IDBI Bank has submitted its bid hereafter referred to as the “Services”.

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

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

In connection with this Agreement, “Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any
It is hereby agreed as under:

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

(i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
(ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
(iv) treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two (2) years from the date of such termination.

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

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

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

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

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

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

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

For and on behalf of

IDBI BANK LIMITED
(The Disclosing Party)

________________
________________
________________

For and on behalf of ______________________
_____________________________ Limited
(The Receiving Party)
10. CONTRACT FORM

(Submitted by the Successful Bidder only)

THIS AGREEMENT made at .................. the ............day of .................... 2016 between IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the Purchaser” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and ................. (Name of Successful Bidder) of ..................... (Please specify the registered office of the Successful Bidder) (Hereinafter called “the Vendor” 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 Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. _____ dated ______ (the RFP) invited bids for certain Services viz. .................. (Brief Description of Services) and has accepted a bid by the Vendor for rendering of the Services for the sum of ................ (Contract Price in Words and Figures) (Hereinafter called “the Contract Price”).Please refer Section 5 of RFP.

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 RFP/Conditions of Contract referred to.

2) The following documents / sections of the RFP shall be deemed to form and be read and construed as part of this Agreement, viz.,
   a) Bid Document
   b) Instructions to Bidders
   c) The Bid forms and the price schedule submitted by the Bidder/Contractor;
   d) Service level expectations
   e) The technical & functional specifications / scope of work ;
   f) The terms and conditions of Contract ;
   g) The purchaser’s notification of award ;
   h) Schedule of dates, amounts etc.

3) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services and to 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, furnish necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day,
month and year first above written.
Signed and Delivered by the within named
Signature :
Name :
Date : .................

IN THE PRESENCE OF

<table>
<thead>
<tr>
<th>1. Signature</th>
<th>2. Signature</th>
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<tbody>
<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>Address</td>
<td>Address</td>
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</table>

Signed and Delivered by ..........................
the within named
M/s. ..................................

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

IN THE PRESENCE OF :

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<tr>
<th>1. Signature</th>
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<tr>
<td>Name</td>
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<td>Address</td>
<td>Address</td>
</tr>
</tbody>
</table>
11. DEED OF INDEMNITY

(On Stamp Paper of Rs. 500/-)

(Submitted by the Successful Bidder only)

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

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

WHEREAS

1) The Obligor has
   a) offered to supply, install, commission of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System at IDBI Bank (“Services”) as inclusively stated under sections- Scope of Work;
   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 applicable laws, regulations, guidelines during the execution of its
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. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement / Contract during the contract period.

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

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

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

5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
6. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).

7. This indemnity shall survive the aforesaid Contract.

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

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

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

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

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

Signed and Delivered on behalf of  

____________________  
by the hand of ______________________,

_______, the authorized official  
of the Obligor  

Letter for Refund of EMD

(To be submitted by all the bidders)

Date:

Deputy General Manager,
IT Department,
IDBI Bank Limited
5th Floor, Mafatlal Centre,
Nariman Point,
Mumbai – 400 021.

Sub: RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System

Reference No: IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

We ______________(Company Name) had participated in the RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System and are an unsuccessful bidder.

We ______________ (Company Name) had participated in the RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System 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</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs</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 |

Sign
Name of the signatory
Designation
Company Seal.
### SECTION – 6

#### TECHNICAL COMPLIANCE EVALUATION FORMAT

<table>
<thead>
<tr>
<th>Access Control System</th>
<th>Compliance reported by bidder (Y/N)</th>
<th>Compliance evaluated by Bank(Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Multiple card reading technologies.</td>
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<tr>
<td>2. Multiple facility codes supported</td>
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<tr>
<td>3. Remote alarm monitoring</td>
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<td></td>
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<tr>
<td>4. Inbuilt database backup to facilitate offline use</td>
<td></td>
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<tr>
<td>5. All access doors should release in case of fire.</td>
<td></td>
<td></td>
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<tr>
<td>6. Automatic locking &amp; unlocking of the doors</td>
<td></td>
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<tr>
<td>7. Complete with Battery Charger and Battery back up</td>
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<tr>
<td>8. Should support Electromagnetic Lock Doors. 600 lbs capacity</td>
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<tr>
<td>9. Should sound alarm/buzzer, If the door is not properly closed.</td>
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<tr>
<td>10. Full reporting capabilities and custom reports</td>
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</tr>
<tr>
<td>11. Supports IP Series (Ethernet ready) controllers.</td>
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<td></td>
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<tr>
<td>13. Automatic Server archival &amp; back up</td>
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<tr>
<td>14. Hand Geometry cum Proximity Reader with storage capacity of minimum 3000 templates</td>
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<td></td>
</tr>
</tbody>
</table>

#### VESDA | Compliance (Y/N)

<p>| 1. The detector should provide Very Early Smoke Detection warning with four output levels corresponding to Alerts, Actions, Fire 1 and Fire 2. These levels shall be programmable and able to be set at sensitivities ranging from 0.008 to 6.00% obs/ft. |                      |
| 2. The detector should be self monitoring for filter contamination. |                      |
| 3. The detector should provide staged airflow faults via the use of an ultrasonic flow sensor in the pipe inlet port. |                      |</p>
<table>
<thead>
<tr>
<th></th>
<th>Requirement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>The detector should provide fault and alarm indications through LEDs and relay outputs.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The detector should have airflow monitoring facility and provide high &amp; low airflow faults.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Monitoring contamination of the filter (dust &amp; dirt etc.) to notify automatically when maintenance is required.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The Laser Detection Chamber should incorporate a separate secondary clean air feed from the filter; providing clean air barriers across critical detector optics to eliminate internal detector contamination.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The Detector, Filter, Aspirator and Relay Outputs should be housed in a mounting box and should be arranged in such a way that air is drawn from the fire risk area and a sample passed through the Dual Stage Filter and Detector by the Aspirator.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The detector should be LASER-based type and shall have an obscuration sensitivity range from 0.008 to 6.0% obs/ft.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The Detector should have four independent field programmable smoke alarm thresholds across its sensitivity range with adjustable time delays for each threshold between 0-60 seconds.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The detector should also incorporate the facility to transmit a fault either via a relay or via a VESDA net card as an option.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>The detector should have a single pipe inlet that must contain an ultrasonic flow sensor. High flow fault (urgent and non-urgent) and low flow fault (urgent and non-urgent) can be reported.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>The filter must be a two-stage disposable filter cartridge. The first stage shall be capable of filtering particles in excess of 20 microns from the air sample. The second stage shall be ultra-fine, removing more than 99% of contaminant particles of 0.3 microns or larger, to provide a clean air barrier around the detector’s optics to prevent contamination and increase service life.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>The assembly must contain relays for basic alarm and fault conditions. The relays should be software programmable (latching or non-latching). The relays must be rated at 2 A at 30 VDC. Remote relays should be offered as an option with a VESDA net interface card and either configured to replicate those on the detector or programmed.</td>
<td></td>
</tr>
</tbody>
</table>
The assembly should have built-in event and smoke logging. It shall have separate event log storage for smoke levels, alarm conditions, operator actions and faults. The date and time of each event shall be recorded. Each detector (zone) shall be capable of storing minimum 10,000 events.

PC based configuration tools should be available to configure and manage the network of detectors.

<table>
<thead>
<tr>
<th>Display And Detector Assembly</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 The detector should be provided with LED indicators. Each Detector should provide the following features at a minimum:</td>
<td></td>
</tr>
<tr>
<td>2 Alert, Action, Fire 1 and Fire 2 corresponding to the alarm thresholds of the detector.</td>
<td></td>
</tr>
<tr>
<td>3 Display to represent the level of smoke present in protected area.</td>
<td></td>
</tr>
<tr>
<td>4 Fault indicator.</td>
<td></td>
</tr>
<tr>
<td>5 Power indicator.</td>
<td></td>
</tr>
<tr>
<td>6 Disabled indicator.</td>
<td></td>
</tr>
<tr>
<td>7 Buttons supporting the following features shall be accessible to authorized personnel:</td>
<td></td>
</tr>
<tr>
<td>8 Reset – (press and release) un-latches all latched alarm and faults.</td>
<td></td>
</tr>
<tr>
<td>9 Disable – (press and release) disables the fire relay outputs from actuating and indicates a fault.</td>
<td></td>
</tr>
<tr>
<td>10 Test – (press and release) simulates a Fire 1 condition.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4 Zone gas release panels</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 The Gas release panels should be 4-Zones</td>
<td></td>
</tr>
<tr>
<td>2 The panels should have microprocessor based controller with 1 to 255 sec time delay (selectable / Adjustable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>The panels should have gas release andAbort facility including Auto &amp; Manual Mode Function</td>
</tr>
<tr>
<td>4</td>
<td>The panels should have two special purpose monitor inputs that accept manual release request and manual abort request for Agent Release systems from respective release &amp; abort stations</td>
</tr>
<tr>
<td>5</td>
<td>The panel has to integrate with existing fire alarm panel</td>
</tr>
<tr>
<td>6</td>
<td>The panels should display its Status LEDs per circuit for Alarm, Trouble, and Supervisory (where appropriate)</td>
</tr>
<tr>
<td>7</td>
<td>The panels should have pushbutton switches for Acknowledge, Alarm Silence, and System Reset</td>
</tr>
<tr>
<td>8</td>
<td>The panel should have facility of last 50 events storage in non-volatile memory. And it can be is accessed by connecting a technician’s computer to the service port</td>
</tr>
<tr>
<td>9</td>
<td>The panel should have the alarm and trouble status indicating LEDs for each input and output, visible through the locking cabinet door</td>
</tr>
<tr>
<td>10</td>
<td>The panel should have inbuilt battery charger &amp; battery backup minimum 8 hrs</td>
</tr>
<tr>
<td>11</td>
<td>The panel should compatible with Listed/Approved 24 VDC or 2 to 12 VDC series connected actuators</td>
</tr>
<tr>
<td>12</td>
<td>The panel should have LCD display with back light.</td>
</tr>
<tr>
<td>13</td>
<td>The panel should have Real Time Clock &amp; Event Logging for Zone Alarm, Zone Fault, Power Fault &amp; Gas Release Events.</td>
</tr>
<tr>
<td>14</td>
<td>The panel should have Cross Zoning Facility.</td>
</tr>
<tr>
<td>15</td>
<td>The panel should have Solenoid circuit monitoring facility for Open &amp; Short Circuit.</td>
</tr>
</tbody>
</table>

**Warning Signage Board:**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Compliance (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RED in colour Warning Signage Board, Operate on 24 V DC (Driven through Gas Release Panel)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dimensions 150x600x5mm (H, W, D).</td>
<td></td>
</tr>
</tbody>
</table>
# ANNEXURE I - BIDDER’S PROFILE

**RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System**  
Reference No : IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars required</th>
<th>Details to be provided by vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type of organization &amp; year of incorporation / Registration. (Copy of registration / incorporation certificate, Business commencement certificate, Articles of Association to be provided )</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>PAN No. ( copy of PAN card to be provided)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Sales Tax / VAT / Service tax registration no.( Sales Tax, VAT, service tax registration certificates to be provided)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Registered Office Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Correspondence address at Mumbai / Navi Mumbai with contact person/s name/s, telephone number, mobile number etc. (The company should have office and service facilities at Mumbai)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Alternative contact person details for the purpose of RFP</td>
<td></td>
</tr>
</tbody>
</table>

Signature:  
Name of the Authorized Person: *(Authorized for this RFP)*  
Designation:  
Company Seal:
## ANNEXURE II – ELIGIBILITY CRITERIA

### RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System

**Reference No : IDBI/PCell/RFP/2015-16/027 Date: 08th February 2016**

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Criteria</th>
<th>Documents to be submitted</th>
<th>Compliance by bidder (Y / N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be a company registered in India under Companies Act 1956/2013.</td>
<td>Copy of registration / incorporation certificate to be provided</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The Bidder should be operating in India, in this line of business for last five years as on March 31, 2015 (Bidder’s profile to be submitted as per annexure).</td>
<td>Copy of Business commencement certificate, Articles of Association to be provided</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The bidder may be an OEM or an Authorized Service Partner, in case the OEM does not deal directly with the client; OEM may bid through any of their Authorized Service Partner.</td>
<td>(Manufacturers Authorization letter from OEM in favour of Bidder must be provided)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have minimum annual turnover of Rs. 5 crores in each of the last three financial years i.e. 2012-13, 2013-14 and 2014-2015.</td>
<td>{ Audited Balance Sheet of the last three financial years; in case the audited AFS for 2014-15 is not available Unaudited / provisional Financial Statement accompanied by certificate from the auditor regarding turnover and networth should be submitted. }</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Bidder should have positive net worth in the last three financial years i.e. 2012-13, 2013-14 and 2014-2015.</td>
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<td>6</td>
<td>The bidder should have Supplied &amp; installed at least one similar VESDA system at any data centre of PSUs/ Banks / any organization in the BFSI sector, in the last two financial years.</td>
<td>(Submit copies of POs, related delivery challan, installation report and Performance certificates issued by the competent authority of the concerned clients for delivery, installation and good working condition. Reference for each of the PO should contain the information like Name and address of organization, contact person details etc)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The Bidder’s who have been associated / empanelled with IDBI Bank Ltd. for the supply of fire protection / VESDA system during the past 3 years have to submit the satisfactory performance certificate issued by the competent authority in the Bank.</td>
<td>Satisfactory performance certificate issued by the competent authority in the Bank.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>The bidder should have support &amp; services centre in Mumbai / Navi Mumbai and Chennai. (They can support directly or through their franchisee/Authorized Support Partners)</td>
<td>Contact centre details And Escalation matrix of the support &amp; services centre in Mumbai / Navi Mumbai /Chennai.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The bidder should not have been blacklisted by any Govt. bodies / PSB / PSU during the last five years</td>
<td>Self Declaration as per format given in the RFP.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>The Bidder should be ISO 9001-2008 compliant.</td>
<td>Current and valid Certificate to be submitted.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>The OEM should be ISO 14001 compliant.</td>
<td>Current and valid Certificate to be submitted</td>
<td></td>
</tr>
</tbody>
</table>

Signature:
Name of the Authorized Person:
Designation:
Company Seal:
RFP for Procurement of Very Early Smoke Detection Apparatus System (VESDA), Hand Geometry access control System and to conduct Hydro testing

ANNEXURE III - FORMAT OF PRE – BID QUERIES

To be submitted in excel file format only

<table>
<thead>
<tr>
<th>S. No</th>
<th>RFP Ref Page no</th>
<th>RFP Clause no</th>
<th>Existing clause Details</th>
<th>Clarification Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>7</td>
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</tbody>
</table>

Name of the Authorized Person:
Designation:
ANNEXURE IV - RESPONSE TO RFP - LIST OF DOCUMENTS

Documents, constituting the Technical Bid (other than the Indicative commercial bid), must be submitted in the following order as part of the response to the RFP.

<table>
<thead>
<tr>
<th>S.N.</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>Technical Bid form (Section 5)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>Bidder’s profile (as per Annexure I) along with supporting</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>Unconditional Acceptance of Terms and Conditions of RFP (Section 5)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4</td>
<td>Self Declarations</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6</td>
<td>Manufacturer’s Authorization Letter from the OEM</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7</td>
<td>Technical Proposal - Compliance of Technical specifications SECTION-6</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8</td>
<td>Signed copy of the RFP</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9</td>
<td>Authorization for signing of RFP Document (Certified true copy of Board Resolution accompanying with Power of attorney. (POA as per format provided in RFP.)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>10</td>
<td>Refund request letter</td>
<td>Yes/No</td>
</tr>
<tr>
<td>11</td>
<td>Support /Contact Centre details with escalation matrix</td>
<td>Yes/No</td>
</tr>
<tr>
<td>12</td>
<td>Masked Commercial bid</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

*************** END OF RFP / BID DOCUMENT ***************