

**Request for Proposal (RFP)  
For  
Supply, Installation & Maintenance of Cash  
Dispensers- 2025**

**(REF No: IDBI-Bank/ITD/PPG/RFP/24-25/54:  
January 20, 2025)**

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## SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	<b>RFP Reference</b>	<b>IDBI-Bank/ITD/PPG /RFP/24-25 /54</b>
2.	Date of commencement of Bidding process (Issue of RFP)	<b>January 20, 2025</b>
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	<b>January 28, 2025 up to 16:00 hours</b>  Queries to be sent as per Annexure-12
4.	Online Pre-Bid meeting Date & Time.	<b>January 30, 2025 at 16:00 hours</b>  Bidders have to register themselves by sending following details to the Bank official mail id's mentioned below. Only two representatives from each bidder will be allowed to participate. <b>Company Name:</b> <b>OEM:</b> <b>Representative Name:</b> <b>Designation:</b> <b>Email ID:</b> <b>Contact:</b>  <b>Note: The link will be shared to registered bidders through mail.</b>
5.	Last Date & Time for Bid submission.	<b>February 10, 2025 up to 16:00 hours</b>  The bid documents have to be submitted through electronic mode through the e-Tendering Portal <a href="https://c1.eproc.in">https://c1.eproc.in</a>  Please refer the instructions to the bidders for online mode ( <b>Annexure-22</b> ).
6.	Date and Time for opening of Bid	<b>February 10, 2025 at 17:00 hours</b>  The bid documents have to be opened through electronic mode through the e-Tendering Portal <a href="https://c1.eproc.in">https://c1.eproc.in</a>

7.	Place of opening of Bids / Pre – bid meeting / Communication	Dy. General Manager Procurement & Payment Group (PPG), Information Technology Department, IDBI Bank Limited, Ground Floor, Corporate Park, Chembur, Mumbai - 400071. Tel. No. 022 – 69310335 Email: <a href="mailto:dgm.itvmg@idbi.co.in">dgm.itvmg@idbi.co.in</a>
8.	Earnest Money Deposit	<b>Rs. 40,00,000/- (Rupees Forty Lakh Only)</b>
9.	Submission of EMD	EMD must be deposited by the Bidder through electronic mode (NEFT) to IDBI Bank's Current Account No. - ITD Account for Tenders" and the A/c No. - 18337000010848, IFSC Code – IBKL0000183 at its branch at Belapur, Navi Mumbai 400614. Bid not accompanied with Receipt of EMD will not be considered.
10.	Performance Bank Guarantee (PBG)	10% of the contract value

1. This tender document is the property of the Bank & is not transferable.
2. This bid document has **145** pages.
3. Proof of Concept (PoC), Demo, Presentation, Commercial / Online Reverse Auction (ORA) date will be informed to shortlisted bidder.
4. No queries will be entertained after the date and time mentioned in this schedule.
5. Micro and Small Enterprises – Procurements through MSEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines listed there as well as those issued by GOI from time to time shall be eligible. Exemption from payment of EMD & Cost of bid document will be provided only on submission of proof of registration (A copy of NSIC / MSME Registration Certificate).
6. The above dates are tentative and are subject to change without any prior notice or intimation. Notwithstanding anything contained in this document, Bidders shall confirm with the Bank the venue, date and time, one day prior to any of the above scheduled event. Further, if the date/last date mentioned above for submission of bids or opening of technical or commercial offers, is declared a holiday or happens to be a holiday, the date/ last date for such event will be the next working date.

## ELIGIBILITY CRITERIA

All eligibility requirements given below must be complied by the Bidders and relevant supporting documents must be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected.

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
1.	Bidder should have annual average turnover of Rs. 50 crore (Rs. Fifty crore for MSE) in the last 3 financial years i.e. 2021-22, 2022-23 & 2023-24	<ul style="list-style-type: none"> <li>• Copy of Audited Financial Sheet/Report of the last three financial years to be provided.</li> <li>• For F.Y. 2023-24 – If Audited financial statement is not available then bidder may submit provisional certificate duly signed by CA/Statutory Auditor.</li> </ul>	Yes/No
2.	Bidder should have positive Net Worth in the last 3 financial years i.e. 2021-22, 2022-23 & 2023-24		
3.	<p><b><u>Micro and Small Enterprises (MSE):</u></b>            Micro &amp; Small Enterprises (MSEs) under Single Point Registration scheme (SPRS) are eligible to get the benefits under Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small &amp; Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. Please note that Traders are not eligible for this Scheme.            MSEs will have to meet all other eligibility criteria laid down in this RFP.</p>	Micro and Small Enterprises (MSEs) involved in manufacturing & Services to submit a valid and active SPRS Certificate received from NSIC along with Udyog Aadhaar Memorandum (UAM) / Udyam Registration.	Yes/No

Signature of the Bidder  
with company Seal

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Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
4.	The Bidder should be in the business of supply and installation of Automated Teller Machine (ATM)/Cash Dispenser (CD) in India for a minimum period of three years as on the date of issuance of this RFP. Bidder should have experience in undertaking the activities for supply, installation and maintenance of ATM/CD under capex model in India for at least <b>3500 ATM/CD</b> of PSB/ Non-PSB scheduled commercial Banks as on the date of issuance of this RFP.	Certification from respective Banks on Bank's Letter Head along with Authrhorised Seal and Signature.	
5.	The brand/model offered to the bank should have minimum <b>1000 ATM/CD</b> installed and commissioned in the last 2 years in banks in India as on submission of bid. Out of this 50% of CDs should have been installed under capex model in banks in India in last two years as on date of issuance of RFP.	Certification from respective Banks on Bank's Letter Head along with Authrhorised Seal and Signature.	
6.	The Bidder should have its own exclusive or authorized ATM/CD support infrastructure in at least 20 states (including at least one center in North East region) covering minimum 100 centers across the country to service all ATM/CD locations of IDBI Bank and provide 24 X 7 support, and	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	

Signature of the Bidder  
with company Seal

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Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
	should also be capable of expanding the support infrastructure in keeping with the requirements of IDBI Bank.		
7.	The Bidder should have a minimum of 50 own service center in India and its service engineer should be located within a maximum distance of 200 Km from any IDBI Bank's ATM location.	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
8.	IDBI Bank will be installing CDs across the length and breadth of the country. Vendor is required to support such installations and will have to enter into Service Level Agreement (SLA) for uptime guarantee. CDs offered should be capable of being fully integrated with the existing IDBI Bank systems immediately on installation without any modifications/testing and providing the same functionalities as existing CDs installed by IDBI Bank .	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
9.	The CD to be supplied would need to be certified with Fidelity National Information Services (FIS) ATM switch (IST) as on the date of submission of the bid. Similarly the CD to be supplied should support the Value Added Services of the Bank as on the date of the submission of the bid.	Letter from FIS to be submitted	

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
10.	The proposed CD/ATM make and model should have the capability to be connected with the Oasis IST Switch version 7.7 as on the date of Bid submission. In case, the Bank decides to upgrade IST Switch version from 7.7 to any higher version or change the Switch vendor from FIS to any other vendor, it is responsibility of the bidder to ensure that proposed CD make should connect to the upgraded or any other switch (which is/will be finalized by Bank) without any additional cost to the Bank.	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
11.	The Bidder should have disaster recovery centre and business continuity plan in place.	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
12.	The production unit / factory of the brand of CDs/ATMs being quoted should be ISO 9001:2015 and also ISO 14001:2015 certified. If the production units are outside India, it should meet equivalent international standards. In case of production unit/factory not being ISO 14001:2015 certified, the bidder shall arrange for the same and submit the certificate	Valid ISO certificates to be submitted.	

Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
	within one year from the date of submission of bid.		
13.	IDBI Bank prefers Original Equipment Manufacturer (OEM) to quote directly. However, OEM can quote through a distributor who should meet all above eligibility criteria except in respect of production unit, which OEM should meet. However, both should not participate, in which case both will be disqualified and their offers will be rejected summarily by IDBI Bank.	<p>The Bidder should submit manufacturer's authorization form, duly signed as per Annexure 5 of this RFP without modification of format or language.</p> <p>The Bidder shall also submit a certificate from OEM assuring that full technical support like Spares, Software/hardware will be made available for a minimum period of 8 years from date of CD order issued.</p>	
14.	The Bidder & OEM both should not have been blacklisted by any Govt. / Govt. Agency /Bank(s) /Financial Institutions in India and IDBI Bank in the last three years. The Bidder has to submit self-certification on their letterhead.	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
15.	The Bidder shall possess necessary statutory / governmental permissions / consents / no objections as required under law for carrying out its business.	Self-Declaration on Bidders Letter Head along with Authorized seal and signature to be submitted.	
16.	The Bidder & OEM both should ensure that there are – (a) no legal proceedings pending or threatened	Bidder to submit declaration in this regard duly certified by Statutory Auditor/Company Auditor.	

Signature of the Bidder  
with company Seal

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Sr. No	Criteria	Supporting documents	Compliance (Y/ N)
	against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies.		
17.	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, service support, etc. shall be some of the important criteria in selecting the bidder. Bidders already engaged with IDBI Bank shall be required to submit latest satisfactory performance certificate not older than 1 month from the date of issue of RFP. Non-submission of performance certificate shall be a criteria for disqualification	Bidder to submit latest satisfactory performance certificate from IDBI Bank.	

Non-compliance of any of the criteria can entail rejection of the Bid. Photocopies of relevant documents / certificates must 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 must 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.

Signature of the Bidder  
with company Seal

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## SECTION 1

## A (SCOPE AND SPECIFICATION)

## 1. OBJECTIVE

The objective of this RFP is to appoint bidders who are interested and capable for **Supply, Installation & maintenance of Cash Dispensers**

In order to fulfill the requirement of **Supply, Installation & maintenance of Cash Dispensers for the FY 2024-25 and FY 2025-26** of various branches / offices pan India, IDBI Bank Ltd.(hereinafter referred to as “**IDBI Bank**” / “**the Bank**”) (a company incorporated and registered under Companies Act, 1956 and a company within meaning of Section 2(20) of Companies Act, 2013 and a Banking Company under Section 5(c) of Banking Regulation Act, 1949 with CIN L65190MH2004GOI148838 having registered office at, IDBI Towers World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005). The Bank is also a scheduled bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. The Bank is engaged in providing finance and conducting banking business. The Bank invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as “Bidder”) who are capable and willing to meet the requirements as stated in the RFP for **Supply, Installation & maintenance of Cash Dispensers** as required by of the BANK within the stated timeline and quality in an efficient manner, as Stated in the RFP document.

The RFP document will be available at Bank’s website, which could be accessed through URL address <https://www.idbibank.in/> (**Quick Links-->Notices and Tenders**)

The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (<https://c1.eproc.in>):

Any communication related to RFP should be submitted to the office of:

Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai - 400071.  
Email: [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in)

- Please note that all the information required needs to be provided, incorrect information can lead to non-consideration of the Bid and /or disqualification.
- All Bids must be accompanied by all the documents as specified in the Bid document

- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated on IDBI Bank's website.
- The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned.
- Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- Bidders are advised to submit their bids well within the stipulated timeline. It is further advise that bidders should submit the bid well within the time instead of the last date to avoid complications Bid submitted beyond the stipulated date and time will not be considered. In view of this context, neither IDBI Bank and..... (service provider's name) will be responsible for such eventualities.
- All the documents to be submitted duly digitally signed by competent authority as per Bank's prescribed format only.
- The amendments / clarifications to the tender, if any, will only be posted on the IDBI Bank website <https://www.idbibank.in> ([Quick Links-> Notices & Tenders](#)) and e-Tendering Portal (<https://c1.eproc.in>).

## 2. CONTRACT PERIOD (for providing AMC and Spare Parts)

2.1. The period of contract for providing AMC support and spare parts, shall be 8 years after the expiry of 6 months warranty period.

## 3. SCOPE OF WORK

- 3.1. The delivery will be spread Pan India and deployment to be completed within 6 months from the date of completion of UAT, as per IDBI Bank's requirement. IDBI Bank may also further extend this period by 18 months (after completion of 6 months as stated above) at its discretion. The Bidder shall be responsible for delivery of CDs ordered at all the sites informed by IDBI Bank and for making them fully operational within 3 weeks from the date of delivery instruction.
- 3.2. The Bidder shall be responsible for delivery and installation of the CDs at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank.
- 3.3. Presently the RFP is for 390 (+ or – 25%) nos. of CDs, which include about 300 nos. (+ or – 25%) of CDs meant for replacement of old/problematic ATMs/CDs. In case of replacement order, Bidder shall have to de-grout old ATM/CD/CRM and dispose-off the old ATMs/CDs/CRMs at its own cost irrespective of ATM/CD/CRM make, model, location, distance etc. Disposal of old ATMs/CDs must be in conformity with Government guidelines of disposal of e-waste. It is responsibility of the Bidder to handover HDD, currency cassettes or any other storage media as per

- bank's requirement, from the old ATM & handover the same to Branch/Bank as per the security policy of the bank.
- 3.4. Bidder will be responsible for supply and installation of CD as per Technical Functional Specifications given at Annexure 4A, 4 B & 4C.
- 3.5. The CDs to be supplied & installed must be new (not refurbished).
- 3.6. The CDs will have to be supplied with the complete and legal documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The Bidder shall supply operation and maintenance manuals together with drawings of goods and equipments built. These shall be in such details as will enable IDBI Bank to operate, maintain, adjust and repair all parts as stated above. The software version installed on the CDs provided by the Bidder should be uniform across all CDs. The software should support all products & services currently offered by IDBI Bank through its CD. One set of Disk Build/Recovery Media to be given to IDBI Bank for each CD at the time of installation.
- 3.7. The Bidder will be required to provide AMC for maintenance and supply spare parts for CDs **upto period of 8 years from the date of installation**. At present Bank has outsourced the managed services of its onsite & offsite ATMs to Banks Managed Services Provider (MSP). The Bidder/OEM should have tie up with our MSP for ATM/CD maintenance during warranty and post warranty (AMC of CD). The Bidder should provide a letter of confirmation from our MSP.
- 3.8. The Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above CDs initially in English and Hindi languages and subsequently based on availability of the support, the Bidder to implement other regional languages. The CD should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.
- 3.9. The Bidder should not substitute any internal components or sub-systems of CDs by similar items from different manufacturers without written permission of IDBI Bank.
- 3.10. The Bank, without notice to the Bidder, will undertake quality test check of all the CDs installed through internal or external auditors to ascertain adherence to the technical specifications.
- 3.11. Bidder has to install CD/ATM external camera during installation of CD/ATM with required cabling and casing work. Camera should be installed in such a way that it captures images of overall ATM site. Bidder should also ensure CD/ATM power point & LAN cables are not visible/ fixed in



ATM front/ customer lobby and end to end metal concealing of all wires including LAN cable & power supply cables without any additional cost to the Bank.

- 3.12. Bidder should shift existing ATM/CDs to new location as per Bank's requirements in case of relocations, renovations and closure of IDBI Bank ATM location. As a part of ATM shifting activity Bidder should de-grout & re-grout ATM/CD, de-install & re-install external camera & complete shifting activity along with packing at proposed location. Charges for this activity to be quoted (within same lobby, intercity and intra city) has to be provided in the commercial bid-Annexure-2.
- 3.13. The successful Bidder/s should provide one cash dispenser with same quoted model, configuration and features as mentioned in the RFP at our IT center at Belapur for testing purpose without any cost to the Bank.
- 3.14. The Bidder should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, loading of additional screens, software etc without any additional cost on account of Engineer visit charges during warranty period.
- 3.15. Grouting of the CD has to be done by Bidder, as part of CD delivery and Installation activity according to the Bank specifications. (Drilling 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding).
- 3.16. Bank will provide a copy of Anti-virus to successful Bidders **as and when required**. Anti-virus software should be configured on any/or all CD from date of installation. Periodic check should be carried out on CD working of Anti-virus as a part of Preventive Maintenance (PM) & Second Line Maintenance (SLM) activity.
- 3.17. Bidder should meet the technical requirement of Terminal Security Solution (TSS) solution as per annexure 4C.
- 3.18. The Bidder is required to provide Facility Maintenance Services (FMS) support for monitoring and field support required for TSS solution.
- 3.19. Bidder has to conduct Vulnerability Assessment / Deeper Malware Analysis on 4-5 ATMs situated at different geographical locations selected on random basis, at least once in six months during the contract period and submit detailed test reports to Bank. If bidder is not able to complete the said activity within the stipulated intervals, bank will impose a penalty of Rs 50,000/- per instance and recover other costs, liabilities, losses, penalties imposed on bank by regulatory authorities. In addition to the above, if Bidder is unable to perform the activity, Bank is free to get

this activities done through an appropriate external agency and Bidder has to reimburse the cost for doing the same.

#### 4. TECHNICAL SPECIFICATIONS

- As per annexure 4A, 4B & 4C

#### 5. WARRANTY

The offer must include comprehensive on-site warranty of 6 months from the date of successful installation and commissioning of the equipment. The Vendor shall be fully responsible for the efficient operation of the CD.

5.1. Vendor shall undertake on site preventive maintenance activity once in a quarter during the warranty period.

5.2. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to IDBI Bank.

5.3. Warranty should not become void if IDBI Bank buys any other supplemental /software from a certified third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed.

5.4. The obligations under the warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications. The turnaround time for spare parts replacement must be a maximum of 12 hours for metro/Urban/Semi Urban locations and 24 hours for Rural places.

#### 6. ANNUAL MAINTENANCE CONTRACT (AMC)/ATS (ANNUAL TECHNICAL SUPPORT)

The Bidder should maintain the ATM/CD equipment spares, support for at least 8 years after the expiry of warranty period. The Bidder is expected to ensure same maintenance standards during AMC as maintained during warranty period. The turnaround time for spare part replacement must be a maximum of 12 hours for metro/Urban/Semi Urban locations and 24 hours for Rural places

The Bidder is also expected to make available the spare parts for the systems for at least 8 years after the expiry of warranty period on the same price quoted by bidder as per Annexure-2 (Part 2 Optional Items/Spare parts cost). Thereafter, vendor will give at least twelve months' notice prior to discontinuation of support services. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to IDBI Bank, during the currency of warranty period and AMC.

At present Bank has outsourced the managed services of its onsite & offsite ATMs to MSP. The Bidder/OEM should have tie up with our MSP for ATM/CD maintenance during warranty and post warranty (AMC of CD). The Bidder should provide a letter of confirmation from our MSP. Further, the Bidder/OEM should ensure to provide AMC support to any of the Bank's managed service provider for at least 8 years after the expiry of 6 months warranty period. In case, the Bidder is not able to provide the above confirmation, Bank at its own discretion may disqualify the Bidder.

Bank has awarded post-warranty maintenance to its MSP (presently FSS). Any software/patches, upgrades released by the OEM vendor should be provided free of cost during both warranty and AMC period. The Bidder should ensure a proper hand over to the Bank's MSP including but not limited to sharing of technical documents, manuals, diagnostic tools, any relevant software, etc., without any additional cost.

Also a preventive maintenance activity will be conducted by the vendor in the presence of third party before the handover is affected.

Any OS and software/patches, updates/upgrade released by the OEM and Microsoft should be updated/ configured/pushed/loaded on all CDs without any additional cost to the Bank during both warranty and AMC period and Provide reports as per bank requirement CDs terminal wise system generated reports for latest available OS version details configured on CDs.

## 7. SERVICE LEVEL EXPECTATION (SLE)

The Bidder should execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The Bidder will execute SLA within one month from the date of

acceptance of contract. This RFP document and subsequent corrigendum/s (if any) will become integral part of SLA.

## 8. PAYMENT TERMS

8.1.The terms of payment will be as follows:

8.2.No advance payment against purchase order.

8.3.100% of the value of the CD will be paid within 60 days against delivery, installation (Once the ATM is available made customer live) and submission of an installation report, Installation images which includes image of grouting work, ATM external camera casing, LAN and power cable concealing duly certified by IDBI Bank's Branch Head/Services operations manager along with acceptance certificate as per Annexure 19.

8.4. In case any components of the CD is found to be defective/damaged/incomplete work, payment in respect of such CD will be withheld by IDBI Bank till the defective component or the CD itself is replaced as per IDBI Bank's directives.

8.5.IDBI Bank's decision as regards replacement of the defective part or the entire CD shall be final, conclusive and binding on the Bidder.

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

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

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

8.9.Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)

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

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

8.12. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or

rendered the Services in accordance with the provisions of the Contract which the IDBI Bank at its sole discretion adjudge.

- 8.13. Successful Bidder shall permit IDBI Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- 8.14. It is clarified that the any payments of the charges made to and received by authorised Successful Bidder personnel shall be considered as a full discharge of IDBI Bank's obligations for payment under the Agreement.

## 9. PENALTIES

The performance of the Bidder will be judged on various parameters like Uptime of each CD during warranty period along with timely delivery and installation of CD.

Deliveries, installation and commissioning of CD shall be completed within 3 weeks from the date of purchase order/ delivery instructions. If the vendor fails to complete the delivery, installation and commissioning within the said period, then **from the 5th week onwards**, liquidated damages @ 5% of the CD Price will be charged for every week's delay subject to maximum of 10 % of the CD Price.

### 9.1. Penalty for Downtime (during warranty period):

- a. The Bidder should ensure 97% uptime (customer availability) of CDs during warranty period and post warranty maintenance contract period. Bidder should also ensure that the maximum response time of service shall be two hours where there is local support centre of the Bidder / franchisee.
- b. In case of downtime exceeding 3% in a month then a penalty of Rs.1000 will be charged per CD on each percentage of downtime on monthly basis, maximum upto 10% of the value of the CD in a month.
- c. Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank without any cost to Bank. If the Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs. 500/- will be charged in addition to the disputed amount during both warrant and AMC.

### 9.2. Penalty for OS Patches-

In case if bidder is not configuring / loading the latest Microsoft window OS patches quarterly / as an when release by Microsoft. If Bidder is not able to configure for any reason, then penalty of Rs 5000/- per CD per quarter will be charged during both warranty and AMC period.

## 10. MISCELLANEOUS

### **Software Drivers & Manuals:**

The CDs will have to be supplied with the complete and legal documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The Bidder shall supply operation and maintenance manuals together with drawings of goods and equipments built. These shall be in such details as will enable IDBI Bank to operate, maintain, adjust and repair all parts as stated above. The software version installed on the CDs provided by the vendor should be uniform across all CDs. The software should support all products & services currently offered by IDBI Bank through its CD. One set of Disk Build/Recovery Media to be given to IDBI BANK Ltd. for each CD at the time of installation. Software installed in the CD should be licensed and supported during the life-span of the CD. Bidder will upgrade the software, as and when required at no extra cost to the Bank.

### **Delivery, Installation and Commissioning:**

The Bidder shall be responsible for delivery and installation of the CDs ordered at all the sites and for making them fully operational at no additional charge within 3 weeks (co-ordination, liasoning etc. with respective authorities for e-way bill if any has to be done by bidder). The delivery will be spread across pan India as per Bank's requirements.

If the Bidder fails to deliver and/or install the CD within the stipulated time schedule or by the date extended by IDBI Bank, it will be a breach of contract. In the event of IDBI Bank agreeing to extend the date of delivery at the request of Bidder, it is a condition precedent that the validity of bank guarantee shall be extended by further period as required by IDBI Bank before the expiry of the original bank guarantee.

IDBI Bank will sign the Acceptance certificate only after 1 week of satisfactory working of the CD after commissioning.

### **Disposal of old ATMs/CDs:**

The Bidder will be required to pick up and dispose off the old ATMs/CDs/CRMs at its own cost irrespective of ATM/ CD/CRM make/ location, as per the Bank's requirement. Disposal of old ATMs/CDs/CRMs must be in conformity with Government guidelines of disposal of e-waste. It is responsibility of the Bidder to handover Hard Disk Drive (HDD), currency cassettes or any other storage media as per bank's requirement, from the old CD / ATM and handover the same to linked Branch/Bank as per the security policy of the bank.

**C. CD Uptime:**

The Bidder should ensure 97% uptime (customer availability per CD on monthly basis) for CDs during warranty period and post warranty maintenance contract period. Uptime is calculated as accessibility/availability of CD for all types of transactions supported on the CD. Availability shall be for the end customer who should be able to perform all transactions (Financial including Cash & Non-Financial) that are supported on CD, including dispensing cash of all denominations as decided by the Bank.

Exception/ Exclusions for Downtime / Overall availability to Customers:

The following downtimes would be excluded from uptime computation:

- i. Actual downtime on account of Bank's Switch downtime.
- ii. Any other cause attributable to Branch/Bank's infrastructure & non availability of main power supply beyond UPS back up time available.
- iii. Actual downtime due to Cash out on account of the delayed supply or non-supply of the cash by the Bank/MSP.
- iv. Any delay in delivery and/or installation and commissioning of any CD due to change in delivery instruction by the Customer/Purchaser shall not attract the penalty.

**Ownership and Retention of Documents:**

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

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by IDBI Bank, the Bidder shall deliver to IDBI Bank all documents provided by or originating from IDBI Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by IDBI Bank at no additional cost.



The Bidder shall not, without the prior written consent of IDBI Bank store, copy, distribute or retain any such Documents.

Bidder shall preserve all documents provided by or originating from IDBI Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of IDBI Bank in this regard.

**Publicity:**

Any publicity by the Bidder in which, the name of IDBI Bank is to be used, should be done only with the explicit written permission of IDBI Bank.

**Liquidated Damages:**

The service startup time from the date of issue of purchase order shall be 6 weeks. If the vendor fails to initiate the services within stipulated time schedule at the CDs offered by the Bank, the Bank shall be at liberty to cancel the order. Under such circumstances Bank guarantee will be invoked. Further, Bank will also forfeit the EMD amount.

Any loss caused to the Bank owing to non-performance of the Bidder as per the RFP/ SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank, plus 1% of the support charges per week, subject to maximum of 20% of contract value. This will be in addition to the penalties mentioned above. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Bidder in future in any form or by invoking Performance Security.

**Cancellation of the contract & compensation:**

IDBI 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 IDBI Bank's action. IDBI 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. IDBI 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 IDBI Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

Further, IDBI Bank Ltd. reserves the right to cancel the contract placed on the selected Bidder with three months' notice and recover expenditure incurred by IDBI Bank and compensation under the following circumstances: -



The selected Bidder commits a breach of any of the terms and conditions of this RFP document, and SLA.

The selected Bidder commits a breach of any of the representations and services as stipulated in Contract / Agreement, to be entered in the form as provided in Annexure-15.

The Bidder goes into liquidation, voluntarily or otherwise.

An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

The progress regarding execution of the order accepted, made by the selected Bidder is found to be unsatisfactory.

If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

If average overall uptime in a month is less than 94% monthly.

IDBI Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the Bank guarantee under this contract as well as blacklisting the Bidder.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract/violates the contract, IDBI Bank reserves the right to get the balance/ full contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which IDBI Bank may have to incur in executing the balance/ full contract. This clause is applicable, if for any reason, the contract is cancelled.

## INSPECTION/AUDIT

The Bank reserves the right to carry out inspection and audit by a team of Bank officials of the Bidder's facilities. The Bidder shall provide access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit in the presence of representatives of the Bidder, at any point of time. Bank can also access all books, records and information relevant to outsourced activity available with the Bidder/ service provider. It is the responsibility of Bidder to provide Access/information/reports to bank within the reasonable time.

All the above clauses specified shall be applicable and extended to any entity to which the Bidder has outsourced any part of the prescribed activity. It shall be the responsibility of the Bidder to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification.

## B (OPENING AND EVALUATION OF RFP BID)

The bid documents have to be opened through electronic mode through the e-Tendering Portal <https://cl.eproc.in> as per the date, time & locations mentioned under the clause in the “Schedule of Events”.

### 1. PRELIMINARY CHECK

**1.1.** The RFP document will not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder.

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

**1.3.** 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 and such correction shall be considered for further evaluation. 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.

**1.4.** A Bid determined as substantially not responsive will be rejected by Bank. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

**1.5.** 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.

**1.6.** 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.

**1.7.** 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.

**1.8.** During evaluation and comparison of bids, the Bank shall, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

**1.9.** 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.

**1.10.** Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid

## **2. BID EVALUATION CRITERIA (BEC)**

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

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

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

**2.4.** The Bid will be evaluated in two stages. In the first stage Technical Evaluation of the Bidders will be done and in the second stage, ORA would be conducted for the technically qualified bidders.

**2.5.** The bidders would be shortlisted after the evaluation of technical bids. Only the shortlisted bidders will be permitted to participate in the Online Reverse Auction (ORA).

**2.6.** Bank reserves the right to modify / amend/ cancel the evaluation process at any time and at any stage during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change and the same is binding on all the Bidders connected directly and other connected indirectly. At any time during the process of Bid evaluation, Bank may seek specific clarifications from any or all Bidders.

## **3. TECHNICAL BID EVALUATION**

**3.1.** The Technical Bid must necessarily contain all Technical details and other terms and condition of the RFP. Bidder's proposal must conform to the contents and format of the

technical bid listed out Annexure-4A, 4B & 4C. Bids not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the bid.

**3.2.** The Technical Bid 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 and functional information of proposed Product, and its demonstration of proposed Product, reference calls and site visits, as applicable.

**3.3.** The Bidder must highlight the noteworthy/superior features of their solution. The Bidder must 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 solution to support all the required functionalities at their cost in their lab/office/in any other organization where solution is in use. The Bidder must use their own tools/utilities/simulators to demonstrate the features laid in the RFP.

**3.4.** The functional and technical specifications are in a form of a table as provided in **Annexure – 4A, 4B & 4C**, which contains the required functionality features. Bidder must provide their compliance (Yes/No). Bidder's responses against each functionality as detailed therein would be evaluated for the next process. At the sole discretion and determination of the IDBI Bank, IDBI Bank can add any other relevant criteria for evaluating the proposals received in response to this RFP

#### **4. COMMERCIAL EVALUATION**

**5.1.** Indicative commercial bids of those bidders would be opened who qualifies technical, eligibility criteria, after which successful bidder would be identified based on ORA.

**5.2.** The evaluation of the Commercial Bids/Offeres will be done on the total cost of ownership as mentioned in Commercial Bid. The Commercial Bids should strictly conform to the formats to enable evaluation of Bids and special care may be taken while preparing the same. The bids having any hidden costs or conditional costs will be liable for straight rejection.

#### **5. ONLINE REVERSE AUCTION (ORA)**

**5.1.** In this phase, the technically qualified bidders with valid commercial Bid 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.

**5.2.** The Bidder is expected to submit one indicative commercial proposal and the Bank will conduct ORA only once.

**5.3.** After ORA, if there is a large variance from lowest indicative commercial quote or Bank's estimated price, Bank reserves the right to call the successful bidder for a price negotiation.

- 5.4. 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.
- 5.5. 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 (three) days from the date of the ORA, the Bank reserve the right to reject the L1 Bidder's and may take punitive action against bidder.

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

- 6.1. 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.

## 7. ACCEPTANCE OF BID

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

## 8. SIGNING OF CONTRACT

- 8.1. 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 documents.
- 8.2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, Non- Disclosure Form, Deed of Indemnity / warranty and other applicable documents as specified in the RFP / Bid Document.
- 8.3. The Contract form and all other documents would be signed at Mumbai within 15 days of receipt of notification of award of contract.
- 8.4. **Payment of stamp duty would be as per applicable laws in the State of Maharashtra and would be paid in Maharashtra only. No other state stamp duty will be accepted.**
- 8.5. 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.
- 8.6. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail

termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

## D (PREPARATION & SUBMISSION OF RFP BID)

### 1. LANGUAGE OF RFP

1.1. The RFP responses (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.

### 2. EARNEST MONEY DEPOSIT (EMD)

2.1. The Bidder shall furnish, as part of its Bid, an EMD as mentioned in the Schedule of Events.

2.2. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

2.3. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

2.4. The EMD shall be deposited through NEFT denominated in Indian Rupees only.

2.5. Any bid not accompanied with the requisite EMD i.e. NEFT details shall be treated as nonresponsive and is liable to be rejected.

2.6. Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.

2.7. No interest is payable on the amount of EMD.

2.8. The EMD of the unsuccessful Bidders shall be returned after notification of award but not later than 30 (thirty) days after the conclusion of the contract.

2.9. The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit as mentioned in the Schedule of Events.

2.10. All the bidders are required to submit the EMD refund request in the format as per **Annexure- 9** given in the RFP.

2.11. Micro and Small Enterprises: Micro, & Small Enterprises (MSE) registered under the SPRS (Single Point Registration Scheme) of National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The Bidder should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable



### 3. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE SECURITY DEPOSIT (PSD)

3.1. In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit of 10% of the contract value in the form of Performance Bank Guarantee (PBG) Issued by a scheduled commercial bank (other than IDBI Bank Ltd) with a validity of 36 months (24 months contract period + 12 months claim period) from the date of issue of PBG and directly forwarded to the Bank.

3.2. The Security Deposit with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non-compliance of the terms & condition as agreed between the parties; the SD shall be liable to be forfeited straight away.

3.3. The Successful Bidder shall furnish the performance bank guarantee within 15 days of the receipt of acceptance by Bank, as per the format at **Annexure 16**.

3.4. The proceeds of the performance security shall be payable to Bank as compensation for any loss or damage resulting from the bidders failure to complete its obligations under and in accordance with the Contract.

3.5. Penalties, if any will be recovered from the SD. In case SD amount decreases from the initial deposit level due to penal deductions, etc., it shall be made up / replenished back to the initial amount deposited within 7 days of such penal deductions, etc. being affected.

3.6. Failure of the Successful Bidder to comply with the requirement of the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Bank may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidder.

3.7. The incidental expenses of execution of the Contract as well as the conditions stipulated in the Contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of IDBI Bank including but not limited to the right to levy / impose and recover penalties as specified in this RFP document.

### 4. DOCUMENTS CONSTITUTING THE RFP

4.1. This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid, Disclaimers, Instructions for Bidders, Terms & Conditions of Contract, Annexures etc. (**Section - 1**), Legal Terms (**Section - 2**). The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.



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

## 5. CLARIFICATION IN BID DOCUMENT

5.1. Any prospective Bidder requiring clarification of the Bid Document may notify Bank in format indicated at **Annexure 12**. Bank will respond to any request for clarification of the Bid Document received not later than the dates prescribed in schedule of events. Bank's response (including an explanation of the query but without identifying the source of inquiry) will be posted on Bank's website or / and through an email.

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

## 6. GENERAL INSTRUCTIONS

6.1. 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.

6.2. 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 and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall sign each page of the Bid Documents, Bank's response to Pre-bid queries and Corrigendum's, if any.

6.3. 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.

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

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

6.6. The bid response, duly addressed to Deputy General Manager, Procurement Group, IT Department, IDBI Bank Limited must be accompanied by cost of Bid Document and EMD as specified in the Schedule of Events and must be through electronic mode through the e-Tendering Portal (link provided in Schedule of Events), on or before due date.

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

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

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

6.10. Bank reserves the right to adjust arithmetical or other errors in the bid, in the manner in which Bank considers appropriate or deems fit. Any adjustments so made by Bank shall be stated to the Bidder, if Bank makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of Bank and shall be final, conclusive and binding on the Bidder.

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

6.12. The Bidder shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the quantities and specifications are intended to give the Bidder an

idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by Bank.

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

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

6.15. The Technical Bid shall contain no financial / commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

6.16. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

**6.17. The Bidder shall not make any request for modifications/amendments in the prescribed formats of legal documents, whether annexed in the RFP documents or not.**

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

6.19. The Bid Documents may be downloaded from our website [www.idbibank.in](http://www.idbibank.in) (**Notices and Tenders**).

6.20. The RFP bid document should be submitted through electronic mode through the e-Tendering Portal (link provided in the Schedule of Events),

6.21. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (link provided in Schedule of Events),

## **7. BID FORM:**

### **7.1. Bidder Qualification**

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

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

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

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

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

## **8. DEADLINE FOR SUBMISSION OF RFP BIDS**

8.1. Bids must be submitted electronically via e-procurement portal, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

8.2. In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

8.3. The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

8.4. Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

## **9. MODIFICATION AND WITHDRAWAL OF BIDS**

9.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

9.2. No Bid may be modified after the deadline for submission of Bids.

9.3. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

## **10. PERIOD OF VALIDITY OF INDICATIVE BID PRICE:**

10.1. Indicative 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.

10.2. The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

10.3. The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

## 11. COMMISSIONING DOCUMENTATION:

11.1. Delivery of the equipment shall be made by the bidder as per the scope of work mentioned in this RFP / Bid Document.

11.2. The details of documents to be furnished by the Bidder are specified hereunder:

**11.2.1.3** (Three) copies of Bidder's invoice showing contract number, Services description, quantity, unit price and total amount.

**11.2.2.** Prior to preparing invoice copy and delivery challan before delivering the equipments, the bidder should check, verify and confirm the location address, user name, contact details with our purchase order. Bidder should ensure that proper delivery of equipment address, Name of end user, and contact details are mentioned on the invoice copy / delivery challan, so that the equipment's 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.

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

**11.2.4.** Bidder's warranty certificate.

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

**11.2.6.** Other documents which the Purchaser may specify to the Bidder.

11.3. 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.

11.4. Purchase order will be placed as and when branch location is identified and exact requirement has been finalized.

## SECTION 2

### 1. DISCLAIMERS

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

This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be intimated or made accessible to all Bidders on the official website of IDBI Bank. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by IDBI Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

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

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

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



or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

IDBI Bank reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in the RFP document will be treated as invalid and rejected summarily.

**It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website [www.idbibank.in](http://www.idbibank.in) ([Notices and Tenders](#)) for any changes / development in relation to this RFP. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank website and e-Tendering Portal (<https://c1.eproc.in>):**

## 2. DEFINITIONS:

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

**2.1.** "The Contract" means the agreement entered into between Purchaser and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for **Supply, Installation & Maintenance of Cash Dispensers- 2025** and solution for IDBI Bank as inclusively stated under Service Level Expectations, Specifications of Hardware/Software/Services and Scope of work.

**2.2.** "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.

**2.3.** "Purchaser" means IDBI Bank Limited including its successors and assigns.

**2.4.** "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.

**2.5.** "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.

**2.6.** "Service Period" means the period of [Contract Period](#) commencing from the commissioning of the Product / Service /solution.

**2.7.** "System" or "Equipment" or "solution" means and includes hardware, software, etc., required for operationalizing the proposed solution and to provide the Services as mentioned in the RFP.

**2.8.** 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.

**2.9.** "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.

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

**2.11.** "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 Bank provide regarding third parties; information disclosed pursuant to RFP & other documents; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

**2.12.** "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.

**2.13.** "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.

**2.14.** "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.

**2.15.** "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.

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

**2.17.** “Site” means the place where the product / service / solution is 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.

### 3. INTERPRETATION:

In this Contract unless a contrary intention is evident:

- 3.1.** The clause heading are for convenience only and do not form part of this Contract;
- 3.2.** Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 3.3.** 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;
- 3.4.** A word in the singular includes the plural and a word in the plural includes the singular;
- 3.5.** A word importing a gender includes any other gender
- 3.6.** A reference to a person includes a partnership and a body corporate;
- 3.7.** A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 3.8.** 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;
- 3.9.** Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI Bank Ltd.
- 3.10.** The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

### 4. CONDITIONS PRECEDENT

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

**4.1.** Furnishing of an unconditional and irrevocable Performance Bank Guarantee (Performance Security), as per the format given in **Annexure 16**.

**4.2.** Execution of a Deed of Indemnity as per format given in **Annexure 18**.

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

**4.4.** Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder and that the vendor is not in violation of any law including Intellectual Property Rights.

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

## 5. STANDARD PERFORMANCE:

**5.1.** 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.

## 6. USE OF CONTRACT DOCUMENTS AND INFORMATION:

**6.1.** 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. 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.

**6.2.** 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.

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

**6.4.** The Bidder shall sign the Non-Disclosure Agreement as per format provided in **Annexure 17**

## 7. INDEMNITY

**7.1.** 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 **Annexure 18**, 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.

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

## 8. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS

**8.1.** 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.

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

**8.3.** The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges,

expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or any sub-Bidder during the course of performance of the Services.

**8.4.** 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.

## 9. INSPECTION & QUALITY CONTROL TESTS/CHECK

**9.1.** 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.

**9.2.** 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.

**9.3.** IDBI Bank reserves the right to evolve a procedure of quality checking to ensure that the Services are according to the prescribed specifications and standards.

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

## 10. MANUALS

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

**10.2.** 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.

**10.3.** System manuals should include the specifications of the various equipments supplied.

## 11. ACCEPTANCE CERTIFICATES

**11.1.** 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 **Annexure - 19**, The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Systems.

## 12. INCIDENTAL SERVICES:

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

- i. Performance of on-site commissioning of the System;
- ii. Furnishing of services required for maintenance of the rendered Systems.
- iii. Furnishing manuals for each appropriate unit of the rendered Systems
- iv. Maintenance of the rendered equipment for the “Contract Period”, provided that this equipment shall not relieve the Bidder of any warranty period obligations under and in accordance with this Contract; and
- v. Any other related services as the Purchaser may require and deem fit.

## 13. CHANGE ORDERS / ALTERATION / VARIATIONS

**13.1.** The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to Purchaser. Further upward revisions and or additions required to make Bidder’s selected equipment and 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.

**13.2.** Purchaser may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

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

**13.3.** If any such change causes an increase or decrease in the cost of, or the time required for the Bidder’s performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by Purchaser. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of Purchaser’s change order by the Bidder.

**13.4.** Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

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

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

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

## 14. CONTRACT AMENDMENT

**14.1.** No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

## 15. LIQUIDATED DAMAGES

**15.1.** If the Successful Bidder fails to meet the requirements under Service Level Agreement like delays / or defaults / deficiency of services in delivery / installation / replacement / repair of any or all of the Systems and equipments mentioned in the Purchase order (PO), Purchaser shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, not construed as penalty, a sum equivalent to 0.5% per week or part thereof of the value of P.O. subject to maximum deduction of 5% (five percent) of the P.O. value.

**15.2.** If the Bidder consistently fails to meet the requirements under Service Level Agreement (SLA) or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract / services, the Purchaser may without prejudice to any other right or remedy (i.e. penalties) available to the Purchaser as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

**15.3.** The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser’s right to claim such amount against Bidder’s performance Guarantee ) or which may become due to the Bidder. Any such recovery or



liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

**15.4.** IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

## 16. DEFICIENCY IN THE BIDDER'S PERFORMANCE

**16.1.** Delivery, Installation & Maintenance of the equipment shall be made by the Successful Bidder strictly in accordance with the scope of work 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 adherence to the scope of work, 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 penalty, in which case, the extension shall be ratified by the Parties by written amendment of the Contract or through an email.

**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 penalty, unless an extension of time is agreed upon without levying penalty.

**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:

- i. Forfeiture of its performance security
- ii. Termination of the Contract for default

## 17. DISPUTE RESOLUTION

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

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (ITD) of the Purchaser and Mr. \_\_\_\_\_ of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

**17.2.** 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. The matter will be referred to Sole Arbitrator mutually appointed by the Parties. The award passed by Sole Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law

at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

**17.3.** 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.

**17.4.** The provision under this section survives the contract.

**18. ADDRESS FOR NOTICE**

**18.1.** All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

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

In the case of Purchaser	IDBI Bank Limited Unit no.2, Ground Floor, Corporate Park, Chembur, Mumbai – 400071
	<b>Attn:</b> Shri. -----, DGM-ITD <b>Tel:</b> +91-22-----, <b>Email:</b> <u>-----</u>
In the case of the Bidder	<..... company name & Address ..... > ..... .....
	<b>Attn:</b> Shri _____ <b>Tel:</b> +91- _____ <b>Fax:</b> +91- _____ <b>Email:</b> _____



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

## 19. TAXES & DUTIES

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

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

**19.3.** 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.

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

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

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

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

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

## 20. SUCCESSFUL BIDDER INTEGRITY

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

## 21. SUCCESSFUL BIDDER OBLIGATION

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

**21.2.** The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the Purchaser to meet the operational objectives. It will be the Successful Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

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

## 22. SURVIVAL

**22.1.** 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 the same is in force.

**22.2.** 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.

## 23. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS

**23.1.** 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 this contract and in accordance with that business.

**23.2.** 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.

**23.3.** However, the Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.

## 24. THE TRI-PARTITE AGREEMENT

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

## 25. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

**25.1.** Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor 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.

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

**25.3.** 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.

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

## 26. STATUTORY REQUIREMENTS

**26.1.** 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.

**26.2.** 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.

**26.3.** 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.

**26.4.** 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.

## **27. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT**

**27.1.** 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.

**27.2.** 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.

**27.3.** 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.

**27.4.** 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.

## **28. CONTRACT PRICE**

**28.1.** 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.

**28.2.** The contract price will be valid for a period of **1 (one) year** from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank with mutual consent may extend the contract price by further six month.

**28.3.** The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

**28.4.** Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

## 29. INFORMATION SECURITY

**29.1.** 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.

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

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

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

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

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

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

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

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

**29.10.** The bidder shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the bank in the form Appended in **Annexure 10**.

## **30. OWNERSHIP AND RETENTION OF DOCUMENTS**

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

**30.2.** 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.

## **31. DATA AND HARDWARE**

**31.1.** 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.

## 32. REPRESENTATIONS AND WARRANTIES

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

**32.1.** That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.

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

**32.3.** That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

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

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

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

**32.7.** That the Bidder shall procure insurance policies for all its present and future property and assets that are developed, procured and created during the term of this Contract with financially sound and reputable insurers to the satisfaction of the Purchaser and shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the Purchaser a certificate evidencing

such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.

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

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

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

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

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

**32.13.** That all conditions precedent under the Contract has been complied.

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

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



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

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

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

### 33. CONFIDENTIALITY

**33.1.** 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:

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

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

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

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

**33.2.** 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:

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

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

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

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

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

**33.3.** The recipient shall have the burden of proving that Clauses (33.2.1.) or (33.2.2.) above are applicable to the information in the possession of the recipient.

**33.4.** 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.

**33.5.** 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.

**33.6.** 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.

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

#### 34. TERM AND EXTENSION OF THE CONTRACT

**34.1.** The term of the Contract shall be for a period of **Contract Period** from the date of acceptance of the LOI / First Purchase Order (PO) / Contract date whichever is earlier.

**34.2.** The rate contract may be extended by six months which affects the extension of overall contract by six months.

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

#### 35. CONFLICT OF INTEREST

**35.1.** Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

**35.1.1.** the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

**35.1.2.** A constituent of such Bidder is also a constituent of another Bidder; or

**35.1.3.** Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

**35.1.4.** Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

**35.1.5.** Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Bid of either or each other; or

**35.1.6.** Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

## **36. FRAUD & CORRUPT PRACTICES**

**36.1.** The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

**36.2.** Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent,

engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

**36.3.** For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 37. TERMINATION

**37.1.** 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.
    - a. **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.
    - b. **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.
    - c. **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.
- 37.2.** The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

## 38. CONSEQUENCE OF TERMINATION

**38.1.** 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.



**38.2.** 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.

**38.3.** 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. 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.

**38.4.** In case of the Bidder abandoning the Contract after selection of successful bidder or awarding contract, due to any reason/s, the Bidder shall be liable to compensate the Purchaser with total cost to be incurred for re-selection of next bidder along with cost incurred by the Purchaser for interim continuity of services, in addition to the forfeiture of security deposit or invocation of Bank Guarantee.

**38.5.** 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.

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.

**38.6.** 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. Any termination of the contract by the Bank shall be accompanied by a de-facto blacklisting of the successful bidder and revocation of Performance Bank Guarantee unless specifically clarified by the Bank.

**38.7.** Termination survives the Contract.



**38.8.** 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.

## 39. PUBLICITY

**39.1.** 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.

## 40. NO ASSIGNMENT

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

## 41. RELATIONSHIP BETWEEN THE PARTIES

**41.1.** 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.

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

**41.3.** The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

## 42. ENTIRE CONTRACT

**42.1.** The terms and conditions laid down in the Bid and all its Annexures, Corrigenda, Addenda thereto as also the Bid document 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.

## 43. JURISDICTION OF COURT

**43.1.** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract. The governing language shall be in English.

## 44. "NO CLAIM" CERTIFICATE

**44.1.** The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim"

certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

**44.2.** 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.

#### 45. COMPLETION OF CONTRACT

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

#### 46. PENALTY

**46.1.** The penalties for any non-compliance under the RFP / Bid Documents and the Contract are defined under Section -9.

#### 47. INSURANCE

**47.1.** The Bidder shall:

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

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

**47.3.** Third party liability insurance with a sufficient coverage for the period of the Contract.

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

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

**47.6.** Insurance against loss of or damage to (i) equipment(s) purchased in whole or in part with funds provided under this Contract or otherwise, (ii) the Bidder's property used in the

performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.

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

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

47.9. 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.

## 48. LIMITATION OF LIABILITY

48.1. The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder. Successful Bidder's aggregate liability shall be subject to an overall limit of the Total Contract price during the execution of the Project (Service period).

48.2. The limits specified in Sub-Clause (48.1) above shall not apply to:

- i. claims made by the Bank for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death which is caused by gross negligence or willful misconduct of the Bidder or its employees;
- ii. claims against the Bank resulting from misconduct, fraud or negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations;.
- iii. For the purpose of clause 48.2 (i) **“Gross Negligence “means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damages to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would known if it was acting as a reasonable person, would result from such act or failure to act for such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith. (ii) **“Willful Misconduct “means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party Knew or should have Known if it was acting as a reasonable person, which would result in injury, damage to life. Personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

**48.3.** The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. The Bank may be entitled to claim damages from the Bidder on account of this. In no event shall the Bank be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

**48.4.** In circumstances where the Bidder indemnifies the Bank against any claims of infringement of any Intellectual Property rights, the Bidder must at its own expense promptly;

- i. Procure the unrestricted right for the Bank to continue using and receiving the same; or
- ii. Make or procure on Bank's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of Deliverables or Services or prejudice their compliance with their terms of the specifications or requirements of RFP ; or
- iii. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements under the RFP.
- iv. If Bidder is unable to provide any of the forgoing alternatives, the Bank may at its own option terminate forthwith the subsequent Agreement to be entered into with the Bidder.
- v. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- vi. Bidder will, upon payment or satisfaction of such indemnity in full, be subrogated to all rights of the Bank with respect to the claims to which such indemnification relates.
- vii. The Parties hereby acknowledge that Bidder shall not be responsible for any special, incidental, indirect and consequential damages.
- viii. This limitation of liability shall not apply for indemnity at clause 6 of this RFP.

## **49. FORCE MAJEURE**

**49.1.** Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

**49.2.** For purpose of this Clause "Force Majeure" means war or revolution, terrorist act, fire, flood, earthquake, epidemic and quarantine restriction.

**49.3.** 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

Upon directions by the Bank, the Successful Bidder shall resume performing of the services in same manner as it would have performed, had there been no such Force Majeure situation-

## 50. PRE CONTRACT INTEGRITY PACT

**50.1.** Bidders shall submit Integrity Pact (IP) along with the technical Bid in the format provided in **Annexure 14** of the RFP. Integrity Pact is an agreement between the prospective Bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the Contract. Any violation of the terms of Integrity Pact would entail disqualification of the Bidders and exclusion from future business dealings. The Integrity Pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the Contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the Contract is awarded to the successful Bidder.

## 51. IT OUTSOURCE POLICY

**51.1.** Bidder should adhere to the Reserve Bank of India(RBI) circular on Master Direction on Outsourcing of Information Technology Services dated April 10, 2023 vide ref no RBI/2023-24/102 DoS.CO.CSITEG/SEC..31.01.015/ 2023-24 and related IDBI Bank policies.

## 52. VENDOR RISK ASSESMENT

**52.1.** The risk assessment of the bidder should be completed before on-boarding of the bidder, and thus the bidder is required to give all support and submit necessary documents to the Bank or the authorized vendor(s) appointed by the Bank for the purpose of risk assessment.

**D (ANNEXURES)****1. TECHNICAL BID FORM (ANNEXURE-1)**

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-  
2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, absolutely, unconditionally and irrevocably offer Supply, Installation & Maintenance of Cash Dispensers- 2025 for IDBI Branches in conformity with the said Bid Documents.

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

If our Bid is accepted, we will obtain bank guarantee for a sum equivalent to 3% (Three percent) of the value of Contract 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.

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

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 / pay order of **Rs. 40,00,000 /- (Rupees 40 Lacs Only)** towards EMD, in favor of "IDBI Bank Limited" drawn on \_\_\_\_\_, \_\_\_\_\_ Branch payable at Mumbai.

We understand that the EMD will be refunded after the Bidder signing the Contract and furnishing of the Performance Bank Guarantee in case of successful Bidder and within a period of 30 (Thirty ) days after the conclusion of the contract for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2025

Sign

Name:

Designation:

(Company Seal)



## 2. INDICATIVE COMMERCIAL BID (ANNEXURE-2)

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-  
2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

The indicative Commercial offer/Commercial bid must not contradict the technical offer/Technical bid in any way. The suggested format for submission of indicative commercial offer/commercial bid is as follows:

Bidder must take care in filling price information in the commercial offer/commercial bid, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. Bidder has to quote for all items.

The cost of CD must be indicated as fixed price in Indian Rupees only, including the following: Excise/Customs duty, Installation and commissioning charges, if any, Transportation and forwarding charges to the site- Insurance to cover equipment up to delivery and installation of equipment at IDBI BANK LTD site and handing it over to IDBI BANK LTD.

Note: The price quoted by the bidder will be all-inclusive price i.e. include levies, duties, insurance, transportation, freight, royalties, installation and commissioning charges, entry tax, etc. Only applicable GST will be paid at actual to the Bidder

This bill of material must be attached in Technical Offer/Technical Bid as well as indicative Commercial offer/Commercial bid. The format will be identical for both technical and indicative commercial offers/bids, except that the technical offer should not contain any price information. Technical offers/bids without the bill of material will be liable for rejection forthwith.

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

**Buy Back value of old ATM/CD under replacement order (irrespective of make, model & age)**

Description	Unit Price	Price (in Figures) (Rs.)
Cash Dispenser (CD)/ Automated Teller Machines (ATM)		

**Part 1 CD cost.**

Sr. No	Description	Model No(CD)	Unit Price(INR)	(A) Total Cost of 390 CD (in INR)
1.	Cash Dispenser (CD)			
2	One extra set of lockable currency Cassettes* (4+1)			
	<b>Sub Total Cost Part 1</b>			

\* One set of all currency cassettes, which includes four cassette and one reject/divert Bin. All the cassettes should have lock & key and latch which can be used for cassette swap.

**Part 2 Optional Items/Spare parts cost.**

Serial Number	Components	Unit Price (In INR)	(B) Total Cost of 50 Units CD Spare parts cost (in INR)
1	LCD/LED Monitor		

2	FDK (Functional Display Key)		
3	Journal Printer Module		
4	Hard Disk I TB		
5	Receipt Printer Module		
6	Hard Disk 500 GB		
7	RAM 4 GB (DDR3) or higher		
8	Keyboard		
9	Mother Board with processor		
10	PC Core SMPS		
11	Main SMPS (Module connected)		
12	Dip Fascia		
13	Hydraulic Gas Spring		
14	Dip Card Reader with anti-skimming kit as per the RFP specification		
15	Encrypted Pin Pad (EPP)		
16	Harness Cable		
17	Currency Cassette (with lock & Key which can be used for cassette swap)*		
18	Divert Cassette		

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

19	Keys- Hood Door		
20	Keys- Fascia		
21	Hood Door		
22	Presenter CCA (full-fledged dispenser module)		
23	S&G/ MAS Hamilton Lock with OTC		
24	CMD Board		
25	Power distributor		
26	Mechanical Lock		
27	Fascia Lock		
28	Vault breaking charges		
29	Inbuilt Camera		
30	ATM External Camera		
31	Cost of Biometric Upgradation (Hardware & Software)		
32	Bar code Reader		
33	<u><b>ATM/CD Shifting Cost:</b></u>  Within Same Premise  Intra city  Inter city  Inter state		

34	Cost towards De-grouting of existing ATM/CD		
35	Grouting of existing ATM/CD		
36	Additional spares/Module (Please Specify name of the spares/Module )		
37	Additional spares/Module (Please Specify name of the spares/Module )		
38	Additional spares/Module (Please Specify name of the spares/Module )		
39	Additional spares/Module (Please Specify name of the spares/Module )		
40	Cost of one resource for one shift to be supplied at Bank location for Facility Management Services for central monitoring of TSS Solution (Bank may take 3-4 resources on 24/7 basis)	Cost of one resource	Cost of one resource
41	ATM engineer visit charges (Whenever payable by the bank)		
	<b>Sub Total Cost (Part 2)</b>		

	<b>Grand Total (Part 1 + Part 2 )</b>		
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The indicative prices are projections / assumptions and in no way a commitment from Bank.

The actual price will be decided through the e-procurement ORA (online reverse auction) process. L1 bidder shall be decided based on the lowest grand total of part 1 + part 2 cost. Bidder needs to provide the detailed breakup of cost under part no 1 & 2. After ORA, if there is a large variance in the price quoted, Bank reserves the right to call the successful Bidder for a price negotiation.

The final grand total cost post ORA should be correspondingly distributed among all the line items of indicative commercial bid on pro-rata differential percentage basis with respective line item of initial indicative commercial bid of the Winning Bidder.

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

Note:-- The rates quoted for the optional items/accessories/spares would be applicable to Bank's existing ATM/CDs also irrespective of their date of procurement (Bank will arrange to replace the spares wherever necessary directly or through MSP). The Bank has already covered most of the Spare parts/Modules of the CD. Bidder is requested to include if any additional spare parts/ Module is required for smooth functioning of CDs. The quantity of the Spare parts/ Module will be as per requirement for the smooth functioning of CDs. The Rates quoted above should be inclusive of all applicable levies / taxes etc. if any and excluding GST. No additional call charges or labour charges are payable when spares are replaced

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

---

\_\_\_\_\_  
(Signature)

(Name of the signatory)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

(Company Seal)

Date:

Place:



### 3. PRICE SCHEDULE – FORMAT (ANNEXURE-3)

(To be included as part of the Commercial Bid)

- 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 GST.
- 3) ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- 4) Applicable taxes would be deducted by the Bank at source, if any, as per prevailing rates.
- 5) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6) In case of discrepancy between figures and words, the amount in words shall prevail.
- 7) The unit / total price of the equipment's should be rounded off to the nearest rupee, in the price break up sheet.
- 8) For the above, any decision of Bank, in this behalf shall be final, conclusive and binding on us
- 9) We 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.

Sign

Name of the signatory

Designation

Company Seal.

Date:

Place:

#### 4. TECHNICAL SPECIFICATIONS (ANNEXURE – 4 A)

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

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers- 2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

Brand of CD:

Manufacturer:

Model:

Bidders should offer their best and latest model CD, which will meet IDBI BANK LTD's requirement and comply with RBI guidelines

Sl. No.	Features	Yes / No	Remarks
	<i>Description of CD</i>		
	<b>Lobby Type Front Load</b>		
1	<b>Processor</b>		
1.1	Minimum 9th Generation or higher, Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 3 MB cache or higher		
1.2	8 GB DDR4 RAM or higher		
1.3	1x 500 GB SSD (Primary) or higher for OS.  1x 1TB or higher (Secondary) SATA HDD (for Camera Images).		
1.4	On-board 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliant)		
1.5	Respective OEM to set different BIOS password for each machine and change the same minimum on quarterly frequency.		

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
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Sl. No.	Features	Yes / No	Remarks
1.6	3 or more USB Ports		
1.7	6 MB or more Cache memory.		
1.8	The selected Bidder should provide CDs/ATMs with at least Operating System i.e Windows10 IOT Enterprise (2021 LTSC) with latest service pack. The bidder is responsible to upgrade the OS of CDs to next higher version including hardware, software and kernel licenses / version etc. from time to time before expiry of extended support for Microsoft / Linux etc. at no additional cost to Bank during both warranty and AMC period. Further, the Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues in ATM.		
1.9	MPEG full motion video with voice guidance support, internal speakers and head phone jack to play both MPEG and WAV / sound file. The Bidder to develop and install the bilingual voice guidance as per screen flow on all machines without any cost to Bank.		
1.10	CD should be preloaded with CEN XFS 3.0 compliant layer/equivalent compliant layer (in case of Linux operating system) and should be capable of running multi-vendor software without any hardware / operating system changes. (CD must support and should be loaded with XFS/Multi-vendor software.)		
1.11	Total three cameras should be installed (i) One Inbuilt camera (ii) one extendible camera for CD surveillance and (iii) one near cash slot.		
1.12	The model must support remote downloading of screens and remote loading of security keys.		
1.13	Must be fitted with rat mesh/ CD vendor to guarantee that CD is free from rat menace.		

Sl. No.	Features	Yes / No	Remarks
1.14	The CD should be PA-DSS complied		
1.15	Suitability for Visually challenged (with audio support). The CD should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services based, functional key voice guidance support with internal speakers, headphone & jack.		
1.16	The CD should have provision for grouting i.e. bolting the same with the ground and the Bidder should arrange the ATM engineer and required support team and complete grouting activity without any cost to the Bank. (Drilling 10"-12"/ 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding)		
2	<b>Currency Chest</b>		
2.1	CEN 1/ UL 291 Certified Secure Chest Level 1 -Certificate of conformance to be enclosed.		
2.2	S&G /MAS Hamilton or UL certified lock having electronics combination of 6+6 digits with dual custody and OTC facility.		
3	<b>Dispenser</b>		
3.1	Friction / Vacuum pick technology		
3.2	Multi-media dispenser (tickets / coupon / stamps / receipts) with bunch presenter		
	Capability to dispense Currency notes of denominations from Rs 50/- to Rs 2000/-. All cassettes should be capable of dispensing all notes.		

Sl. No.	Features	Yes / No	Remarks
3.3	Dispense minimum 40 bills per transaction.		
3.4	Dispense ATM Fit notes		
3.5	Indicate proper insertion of cassettes,		
3.6	Double pick module with four lockable currency cassettes and lockable Secure Divert cassette bin, for cassette swap activity as per Reserve Bank of India's circular on cassette – swaps in ATMs dated April 12, 2018.		
3.7	Dispenser Encryption		
3.8	Each cassette should hold minimum of 2500 notes.		
3.9	Double pick module with four lockable currency cassettes and lockable Secure Divert cassette bin, for cassette swap activity as per Reserve Bank of India's circular on cassette – swaps in ATMs dated April 12, 2018.		
3.10	Bidder should provide necessary hardware/software solution in ATM to prevent presenter shutter fraud/Anti-theft shutter assembly.		
4	<b>Card Reader</b>		
4.1	All the CDs should must have EMV enabled functionalities. Dip Smart card, Chip card and Magnetic Stripe card Reader with capability to reading track 1, track 2 and EMV chip. (Vendor should submit the certificate for Level 1, Level 2 and PCI compliance version 4.0 or later certified by EMVCO & same should be valid for life span of the ATM). ATM should display an appropriate message like 'Reading chip data do not pull the		

Sl. No.	Features	Yes / No	Remarks
	card for the customers'. Kernel software should read the EMV data properly and send the text to switch to take the appropriate action on the EMV response. EMV should be enabled for all the Networks at ATMs (Like Visa, Master, Rupay, etc).		
4.2	Software/Firmware/license for using smart card, Chip card & Magnetic stripe on CD.		
4.3	Conformance to VISA standards, MasterCard standards, Rupay standards etc.		
4.4	<p>Dip Card Reader with deep anti-skimming device installed and integrated with the card reader of the CD. Details of the deep anti-skimming technology / device to be enclosed. The Bank is looking for a comprehensive deep skimming protection solution which achieves the following:-</p> <p>i) Senses unauthorized attachment of any device on/in the card reader including deep insert skimming protection.</p> <p>ii) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor,</p> <p>iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions</p>		
5	<b>Customer Interface on CD</b>		
5.1	Color LCD/LED screen of minimum 15" or higher along with Touch and/or FDK Screen.		
5.2	Privacy filter, The CDs should have privacy screen filter to enable the view of the CD Screen only to the customer standing in front of the CD.		

Sl. No.	Features	Yes / No	Remarks
5.3	Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP keypads to be PCI and ADA compliant.		
5.4	Braille embossing on each key on keypad and on all devices as per requirement to support visually challenged persons.		
5.5	Multi lingual Screen support		
5.6	Earphone Jack		
5.7	Vandal Proof screen		
6	<b>DES chip</b>		
6.1	Capable of Remote Key Management		
6.2	Triple DES chip with encryption / verification / validation software		
6.3	Support AES (Advanced Encryption Standard) in future without any additional hardware changes.		
7	<b>Operator Interface</b>		
7.1	Maintenance Panel / Monitor to facilitate all operations related to housekeeping and maintenance of the CD.		
7.2	CD should be mechanically and electrically capable of functioning 24 x 7 x 365 bases.		
8	<b>Receipt Printer</b>		



Sl. No.	Features	Yes / No	Remarks
8.1	40 column Thermal printer should print various information pertaining to the transaction executed by the customer, log of the transactions including Multilingual printing etc		
9	<b>Electronic Journal</b>		
9.1	Facility of Electronic Data Capture for EJ Pulling. Solution should also include EJ Viewer if required.		
10	<b>Connectivity</b>		
10.1	Should be capable of being connected to Fidelity National Information Services (FIS) ATM switch (IST) 7.7 or above using NDC/D912 or any other switch at no additional cost to Bank.		
10.2	1 Nos. CAT –5 cables of minimum length 10 meters from CD to IDU of VSAT.		
11	<b>Application Software</b>		
11.1	The software should be capable of performing multifarious functions listed above and elsewhere in this document		
11.2	Capability to support MPEG full motion video		
11.3	The software should have the utility for converting files containing transaction details into ASCII format		
11.4	Application software must be CEN 3 XFS compliant without any hardware / operating system changes. The software should include support for remote key transport.		

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with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
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Sl. No.	Features	Yes / No	Remarks
12	<b>Security</b>		
12.1	Should have all standard security features.		
12.2	Should be TRIPLE DES enabled		
12.3	Keypad with Triple DES Encrypted PIN Pad with Remote Key Loading Feature. Pin Pad must be PCI and ADA compliant		
12.4	Support for Advance Encryption Standard in future without any additional hardware/software cost to the Bank.		
12.5	The PIN Pad must also meet Visa requirements on Tamper Resistant Security Module which enables automatic destruction of Secret keys in case of attempt to interface with the encryption system		
12.6	CDs should be equipped with PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera		
12.7	CD should be provided with Firewall solution to facilitate blocking of malicious codes/traffic entering the CD. OS of the CD should be hardened and only white-listed traffic should be allowed. The solution must ensure that only "whitelisted" applications should be allowed to run on CD with use of cryptographic hashing techniques with digital signatures.		
12.8	<p>CD should be provided with Terminal Security solution as per <b>Annexure 4C broadly covering the following area:-</b></p> <p>(a) OS Patch Management: The solution would enable remote deployment of patches of operating system through agent installed at ATMs.</p> <p>(b) Terminal OS hardening &amp; Whitelisting: The solution should be able to remotely change the hardening policy of the terminal operating system and also able to block USB storage devices on</p>		

Sl. No.	Features	Yes / No	Remarks
	<p>the terminal through centralized control, solution will block the unauthorized installation and running of software and services and only permitted application (whitelisted) will run in the terminal using sandboxing concept, thus effectively nullifying the need of any anti-virus solution.</p> <p>(c) Hard disk Encryption: The solution should protect information by way of encryption that cannot be deciphered easily by unauthorized people, the solution will be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk, solution will also protect data confidentiality when system is out of operation.</p> <p>(d) Terminal Access Management: The solution should support OTP as well as token based user access to the terminal password, it will provide role based user access to terminal files and setting, solution will support time bound password management which will be managed from remote central point and password will be provided to registered person only for a particular terminal.</p> <p>(e) Central Monitoring: There should be central application software and server to monitor the functioning of the solution and security status of the ATM terminal and generate report. Further the security policy can be updated by applying patches remotely. Round the clock helpdesk services would also be provided as a part of the solution.</p> <p>(f) The Hardware, OS, Database will be supplied by the Bank. The Bidder needs to install and make it operational at Bank's DC and DR site without any additional cost to the Bank.</p> <p>(g) The Bidder should provide the FMS resources if asked by the Bank for monitoring and central management of the TSS application. The bidder also has to provide sufficient training to</p>		

Sl. No.	Features	Yes / No	Remarks
	Bank's resource or nominated by the Bank at no additional cost.  (h) In case, the vendor has already deployed the above solution in the Bank, the new CDs should also be integrated with their existing solution without any additional cost.		
12.9	CDs should have rear view mirrors covering majority area of the ATM site		
12.10	No cash retraction		
12.10	Anti-Virus Solution provided by Bank to be installed at any or all CDs as and when required by the Bank.		
12.11	Bidder should provide the Transport Layer Security (TLS) 1.2, 1.3 or higher version for end to end communication between CD/ATM and Switch/load balancer and the communication channel should be in encrypted format with advance encryption techniques (like Cryptography, hashing, Digital signature, etc.) and shall keep the latest technology abreast at all times, as advised by the Bank and Regulatory Authorities from time to time. Bidder should ensure blocking of malicious code/traffic entering into CD/ATM. If any update/Upgradation is required, the bidder has to provide the same without any additional cost to the Bank. Bank will extend only switch side support. All supports like License cost, implementation or field rollout will be under the scope of Bidder only during warranty and AMC period.		
13	<b>Protocols</b>		

Sl. No.	Features	Yes / No	Remarks
13.1	CD must support the TCP/IP protocol		
14	<b>Scalability/Upgradability</b>		
	The CD should be scalable/upgradeable in terms of		
14.1	RAM, HDD		
14.2	Bar Code Reader compatibility		
15	<b>Remote Status Indicators</b>		
	CD should have remote status indicators including but not limited to below mentioned indicators:		
15.1	Low paper		
15.2	Low currency		
15.3	Divert bin Full		
15.4	CD out of service		
15.5	Paper jam in printers		
15.6	Printer fatal		
15.7	Surveillance equipment (camera and related equipment)		
15.8	i) Unauthorized attachment of any device on the card reader module etc.  ii) Sending signal to switch and further to the Remote ATM Management Centre of the vendor,		

Sl. No.	Features	Yes / No	Remarks
	iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions		
16	<b>CD Surveillance Solution (For all three camera)</b>		
16.1	Solution must be able to capture image of the customer approaching and performing transactions at the CD. It will be the responsibility of the Bidder to ensure the clarity of the images so captured. The camera should be pilfering proof and should be able to capture images in low lights.		
16.2	Solution must be motion sensitive and should be capable of capturing image of a person's performing transactions at CD or any other activity within ATM lobby. The images should be clear and able to capture the person performing the transactions. Also solution should be able to store the images in a digital format for a minimum 6 months at an average of 400 transactions per day. The backups will be taken at quarterly intervals or earlier as per the requirement of the Bank. Images captured must be configured to be stored on the 2nd HDD (where OS or other applications are not loaded) provided in CD		
16.3	Solution must provide an interface to browse, search and archive the stored images locally with date and time, card number, transaction reference number and ATM ID.		
16.4	Solution must be configurable to suit different site requirements and must be capable of performing under extreme light conditions.		
16.5	Solution must be able to capture the transaction information along with the images.		

Sl. No.	Features	Yes / No	Remarks
16.6	The CD should be capable of sending a health message for the surveillance equipment (Camera and the related equipment) to the central ATM Switch for proactive monitoring.		
16.7	The solution must not degrade the performance of CD eg. Speed of CD		
17	<b>CD to support</b>		
	<p>a) Bank has outsourced the ATM Managed services to an outside agency. The successful vendor should provide all the software and other utilities required for facilitating the ATM Managed services (which include EJ Pulling, software distribution and remote downloading of keys) for the new CDs, without any extra cost). Relevant documents need to be enclosed.</p> <p>b) Vendor to confirm ability to demonstrate proof of concept about CD software being capable of supporting all the applications currently developed for IDBI BANK LTD &amp; CD should be capable of running on multi vendor software.</p>		
18	<b>Software Agents</b>		
18.1	CD should be capable of supporting third party software agent such as SDMS/ Radia/ InfoBase/ Prima, etc. and should support centralized EJ pulling. The CD vendor also agrees to install any software selected by the Bank at no cost to the Bank.		
19	<b>Others:</b>		
19.1	Electronic journal recording on Hard Disk		



Sl. No.	Features	Yes / No	Remarks
19.2	Bar code reader compatibility		
19.3	In-built SMPS to work on 230V 50 Mhz power supply.		
19.4	Support input voltage of 230V AC /50 Hz with +/- 5%variation.		
19.5	CD should have integrated power management solution. The CD software / hardware must be capable of interfacing with the Bank's UPS system and query the battery status, in-line power and temperature, taking the machine out of service if the battery capacity is too low, performs scheduled power off and automatically starts up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge. The above power management function must be controlled remotely.		
20	<b>Transactions to be supported/made available at the CD :</b>		
20.1	Display of animation /scrolling/date and time		
20.2	Multi-lingual screens (minimum 3 languages) as per IDBI BANK LTD's requirements to be supported.		
20.3	Cash Withdrawal from SB/CA/Overdraft (at least 4 accounts)		
20.4	Fast cash		
20.5	Transfer of funds from one account to another account both within the bank and outside bank.		
20.6	Statement of account including Mini statement (last 10 txns).		
20.7	Account balance enquiry.		

Sl. No.	Features	Yes / No	Remarks
21.8	Request for cheque book/passbook/draft		
20.9	PIN change facility		
20.10	<p>Card less transactions. Should have capabilities to dispense cash through QR code scanning(ICCW), NFC and biometric authentication.</p> <p>Bidder will ensure integration, testing, implementation and rollout of ICCW (Interoperable Card less Cash Withdrawal) etc. through ATM. Bank shall not pay any additional cost for activating the said activities (via ICCW) in any form like one-time cost, recurring cost, etc. for integration, testing, implementation and rollout. However Bank shall provide required server hardware, operating system and data base as per the Bidder's requirement for integrating QR Code for this activity.</p>		
20.11	Display unit with audio integrated jack		
20.12	Any other newly developed applications		

Sl. No.	Features	Yes / No	Remarks
20.13	CDs should be supplied with Biometric device and to be integrating with Biometric Solution of Bank or UIDAI for Aadhar. Biometric module should be certified by UIDAI and certification for the same to be submitted with proper validity.		
21	<b>Contactless Card Reader</b>		
21.1	<p><b>Contactless Card integration :</b></p> <p>The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the during AMC and warranty period.</p>		
21.2	Smart Card/ Chip Card EMVCo Contactless Version 2.1 or later, as certified with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during AMC and warranty period.		
21.3	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during AMC and warranty period.		

Sl. No.	Features	Yes / No	Remarks
21.4	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, Discover, etc. including TQM(PCD) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank during AMC and warranty period.		
22	<b>Environmental capabilities</b>		
22.1	Should operate in a range of room temperature from 5 degree Centigrade to +45 degree centigrade.		
22.2	Should be capable of operating in range of relative humidity conditions from 20% to 80%		
22.3	Energy saving features. Indicate Power consumed include standby / sleep mode.		
23	<b>HTML Solution</b>		
23.1	Once Bank finalizes MVS vendor for implementation, Bidder has to do development, integration, testing, implementation and rollout of HTML Solution through ATM. Bank shall not pay any additional cost for activating the said activities in any form like one-time cost, recurring cost, etc. for integration, testing, User interface in both: FDK & Touchscreen configuration, implementation and rollout. HTML solution will cover all type of available transaction in available languages configured in ATM. Bidder should ensure for providing standard & customized reporting formats as per bank requirements. The Hardware, OS, Database will be provided by the Bank as per bidder requirement. The Bidder needs to install and make it		

Sl. No.	Features	Yes / No	Remarks
	operational at Bank's DC, DR and UAT site without any additional & recurring cost to the Bank.		
24	<b>Warranty</b>		
24.1	Six month comprehensive onsite warranty covering all parts & labor. This period will start from date of acceptance of each installation/ date of customer live of the CD (customer live means CDs should start dispensing cash).		

## 5. TECHNICAL SPECIFICATIONS (ANNEXURE – 4 B)

### SOFTWARE AND ACCESSORIES

#### (FOR CDs)

Sl No	Features	Yes / No	Remarks
1	<b>Software for Banking Software and ATM Switch Connectivity</b>		
1.1	The vendor shall provide software required for connecting the CD to IDBI BANK LTD's own ATM Network. The software CD should be stored with the Bank identified escrow vendor.		
1.2	(IDBI BANK LTD will only introduce CD vendor to TBA/CBS software vendor and assist in obtaining clarifications, software etc., as may be needed from the latter. The vendor shall bear expenses, if any, for procuring such assistance/software etc.)		
1.3	Vendor to provide utility for converting the CD files, containing transaction details, into ASCII format.		
1.4	The model must support downloading of screens & state tables		
1.5	Required supporting Software to support visually challenged persons using the software as explained in the RFP.		
1.6	EMV compliant software for CHIP Card reader.		
2	<b>Others</b>		
2.1	Two Colour Branding as per Bank's colour requirement.		
2.2	Vendor to confirm ability to demonstrate proof of concept about CD software being capable of supporting all the applications currently developed for IDBI BANK LTD, such as CD Locator, mobile recharge & other Utility Bill Payments.		
2.3	IDBI bank stickers have to be procured and affixed at the vendors cost on the fascia at the time of installation.		

The technical specifications mentioned are the minimum requirement of the Bank. The bidders are free to offer higher configurations

## 6. TECHNICAL SPECIFICATIONS (ANNEXURE – 4 C)

<b>TSS Technical Specification Details</b>			
SI No	Minimum Specification Required for TSS	Write Complied or Not Complied	Remark If any
1	<b>Requirements for TSS Client</b>		
1.1	The TSS client software should be compatible with ATMs running on any version of Windows 10, linux or any higher version.		
1.2	The TSS client software should be able to manage policies on terminals in windows domain as well as in workgroup.		
1.3	The TSS client software should protect the terminal from any attempt to change the terminal security settings, registry level changes or policies.		
1.4	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs. The solution should protect itself against manipulation , attacks etc.		
1.5	The TSS client software should be password protected to prevent its un-installation, stopping, disabling or change of settings.		
1.6	In the cases of TSS client software unable to communicate with the central TSS server, Security Solutions / Agent policies should work / be intact with the last uploaded policies.		
1.7	The TSS client software shall not have performance impact of the terminals and the peripheral devices e.g. Switch, ATMs, CDs, CRMs.		
1.8	The solution should support client based (standalone) instance (without server) also. Further, agent policy should work even when ATM/CD/CRAs is not connected to the Central Server or on Network.		
1.9	The solution should be able to password protect the client in order to prevent un-authorized installation / de-installation or any application		



	or any change of settings for registry, DLL etc. or any movement of data.		
2	<b>Terminal OS hardening &amp; Whitelisting</b>		
2.1	The solution should harden the terminal operating system as per industry best practices and recommendations.		
2.2	The solution should be able to remotely change the hardening policy of the terminal OS		
2.3	The solution should be able to block USB Storage devices on the terminal through centralized Control.		
2.4	The Operating System Hardening should be managed and administered centrally by the Facility Management Team.		
2.5	The solution should have a user Interface to be able to customize and manage the hardening policies by the Facility Management Team.		
2.6	During policy distribution to the ATM's, the hardening policies should be protected against manipulation		
2.7	The hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip-address / port management.		
2.8	The solutions should protect against malware being injected on to the machine and any other unauthorised Software installations. Via local means e.g. USB drive, CDROM etc.		
2.9	The solution should protect against the manipulation of executable e.g. .exe, .dll, .class etc. and scripts e.g. .js, .bat etc.		
2.10	The solution should protect against the unauthorized updating / changing of configuration – property files		
2.11	The solution should have firewall functionality		
2.12	The solution should be capable of detecting and reporting any deviation / anomalies from the policies defined for the terminal.		
2.13	The solution should issue alert / warning/ prevent once a threat has been identified		

2.14	The solution should block the unauthorized installation and running of software and services.		
2.15	The solution shall be able to disable Auto-run facility of exe file from a network or a USB port.		
2.16	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.		
2.17	The solution should have capability to allocate only required ATM resources to the White listed applications. During the running of the Whitelisted applications, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked.		
2.18	Solution should be able to prevent terminal booting from any source / media other than Hard disk.		
3	<b>Terminal Access Management</b>		
3.1	Solution should support user access to the terminals based on One Time expiring passwords as well as tokens.		
3.2	Solution should provide role based user access to the terminal files and settings.		
3.3	Solution should support time bound password management.		
3.4	The solution should allow for the remote user management.		
3.5	The solution should support online and offline password management.		
3.6	The solution shall be managed from a central point of management and should work with any standard terminal agent monitoring solution.		
3.7	The solution shall allow remote management of user credentials according to strong password and industry requirements.		
3.8	The solution shall allow an administrator to define different roles for various users &		

	groups and assign each of them specific user rights.		
4	<b>Hard disk encryption requirements</b>		
4.1	The solution should support Full hard disk encryption (FHDE)		
4.2	The solution should enable for an exact status of disk encryption to be retrieved and display centrally on a monitoring system		
4.3	The solution should be capable of changing the configuration of the hard disk encryption and the parameters used to encrypt the disk.		
4.4	The solutions should have the capability to decrypt an ATM hard drive outside of the ATM for recovery purpose only using the relevant encryption key. Decryption key should be stored centrally and in encrypted form.		
4.5	The ATMs should still cater to customers while the hard disk is being encrypted (during installation)		
4.6	The solution shall support Encryption of all data (user files as well as system files) from an ATM's hard disk.		
4.7	The solution shall protect data confidentiality when a system is out of operation.		
5	<b>Requirements for Central Application Software</b>		
5.1	The central solution Software should be capable of supporting at least 5000 terminals throughout the contract period.		
5.2	The solution should be able to be managed from a central point of management on real time basis.		
5.3	The solution should support event logging. Ensure real time monitoring of security relevant software and hardware events.		
5.4	The solution should support local installation as well as remote installation via software distribution tool.		
5.5	The Solution should support Various dashboard views with filtering, sorting and report generation for instant access to security status of terminals/devices as per bank requirement reports i.e (ATM Terminal wise and date wise		

	reports BIOS, USB, ATM Engineer Access/Admin access, Hard disk encryption , TSS availability, Users login in ATM & TSS Users Login in Portal, ATM inventory, Patch distribution, SMS & E-Mail Alert)		
5.6	The software should have option to group the terminals based on various parameters (such as Make & Model, Zone, State, Test / Production etc.) for applying the policies and patches.		
5.7	The solution should support Deploying and updating of Security Policies and configurations.		
5.8	The solution should provide SMS and E-mail alerts for significant / critical events/changes.		
5.9	The Central TSS server should be able to install patches and software in the terminals remotely.		
5.10	The Solution shall have a Web Based interface for the Bank to monitor the performance and activities of the solution.		
<b>6</b>	<b>Other Requirements.</b>		
6.1	Only permitted applications to be run in the Machines using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution		
6.2	To whitelist only the required applications to be Run in the ATMs.		
6.3	Access to external devices like USB, External Hard Disk, Bluetooth devices etc. should be centrally controlled		
6.4	All files to be protected from damages		
6.5	Doesn't allow any registry level changes		
6.6	Centralized Applying of OS as well as application Patches, including Windows patches.		
6.7	Bootting only through Hard disk during Normal Operations. No other entry in Boot Order		
6.8	Editing of BIOS settings must be password protected		
6.9	Disabling Auto play Options which allows software to run from removable media		

6.10	Dispenser Encryption		
6.11	Investigate and report suspicious activities like deviating or non-consistent event patterns which are caused by unauthorized system usage		
6.12	Terminal Security Delivers end-to-end protection from all sort of network related attacks and hacker attacks (Local/Physical attack).		
6.13	Protection/detection policies to monitor files, settings, events and logs, and report anomalous behaviour through Centralized Dashboard.		
6.14	Mechanism to validate and allow ATM Engineers to perform Maintenance Activities.		
6.15	All the updates/ releases in the solution during the contract period to be provided to the bank without any additional cost.		

**7. MANUFACTURERS AUTHORIZATION FROM OEM (ANNEXURE – 5)**

*(To be submitted on the Company’s Letter Head and included in the Technical Bid)  
(There would not be any modification allowed in the format and bidder should manage to obtain the same from OEM.)*

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

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

We confirm that our brand has \_\_\_\_\_ number of CDs deployed for various banks in India.

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

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

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

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

## 8. FORMAT OF POWER-OF-ATTORNEY (ANNEXURE – 6)

(On Stamp Paper of relevant value)

### POWER OF ATTORNEY

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

For or on behalf of M/s \_\_\_\_\_

(Authorised Signatory)  
(Name, Designation and Address)

Accepted

(Authorised Signatory)  
(Name, Title and Address of the Attorney)

Date:

Witnesses:

1)  (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.



**9. UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP (ANNEXURE – 7)**

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

This is to confirm that we absolutely & unconditionally accept all the terms and conditions (including scope of work) as mentioned in various parts of the said RFP/Bid Document floated by IDBI Bank Limited regarding **Supply, Installation & Maintenance of Cash Dispensers-2025**

(Authorized Signatory)

Name of the signatory \_\_\_\_\_

Designation \_\_\_\_\_

(Company Seal)

**10. SELF DECLARATIONS (ANNEXURE – 8)**

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-  
2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

We, \_\_\_\_\_ (name and designation) on behalf of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to IDBI Bank for \_\_\_\_\_ in response to the Request for Proposal (RFP) dated \_\_\_\_\_ (DD/MM/YYYY) issued by IDBI Bank.

- i. We are duly authorized persons to submit this undertaking.
- ii. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
- iii. We do not have any business relationship with IDBI Bank including its directors and officers which may result in any conflict of interest between us and IDBI Bank. We shall on occurrence of any such event immediately inform the concerned authorities of the same.
- iv. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
- v. We declare and confirm that on award of the Contract, we shall not make any request for modifications in the prescribed formats of legal documents.
- vi. We have provided with all necessary information and details as required by IDBI Bank and shall provide with such additional information's may be required by IDBI Bank from time to time.

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

- vii. Neither we nor any of our employee / director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
- viii. There are no vigilance and / or court cases pending against us / company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
- ix. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
- x. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to bank.
- xi. The Vendor shall deploy only the optimal number of resources at IDBI Bank office for implementation / support of the projects/applications. The vendor shall preferably use their office for all the projects/application, unless it is essential to work at IDBI Bank location"

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Authorized Signature)

(Company Seal)

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

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

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

## 11. LETTER FOR REFUND OF EMD (ANNEXURE – 9)

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers- 2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

We \_\_\_\_\_ (Company Name) had participated in the RFP for – Supply, Installation & Maintenance of Cash Dispensers- 2025 and are unsuccessful bidder.

or

We \_\_\_\_\_ (Company Name) had participated in the RFP for Supply, Installation & Maintenance of Cash Dispensers- 2025 and are successful bidder and we had submitted all the legal Documents.

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

Sr. No	Bidder Name	NEFT UTR No.	Bank Name	Transaction Date	Amount Rs.

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

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

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**12. INFORMATION SECURITY CERTIFICATE (ANNEXURE – 10)**

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

This is to certify that–

1. Hardware and the software/future upgrades being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:
  - (a) Obstruct the desired and the designed function of hardware.
  - (b) Cause physical damage to the user or their equipment during the usage of the equipment.
  - (c) Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
  - (d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information, loss of reputation and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.
3. We shall make sure that the sensitive data (such as password, financial information, biometric information, personal information etc.) shared by the Bank will be kept within the geographical boundaries of India

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

### 13. BIDDER PROFILE (ANNEXURE – 11)

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

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

To,  
Dy. General Manager  
Procurement & Payment Group (PPG),  
Information Technology Department,  
IDBI Bank Limited,  
Ground Floor, Corporate Park,  
Chembur, Mumbai – 400071

Dear Sir,

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers- 2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

Sr. No	Particulars	Response
1.	Name & Registered Office Address of the Bidder	
2.	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3.	PAN No (Copy of PAN card to be submitted)	
4.	GST No (Copy of GST reg. to be submitted)	
5.	Correspondence address at Mumbai with contact person/s Details: Name: Telephone No.& Mobile No. Email Id: etc.	
6.	Contact person/s Details for the purpose of this RFP: Details: Name: Telephone No & Mobile No.: Email Id: etc.	
7.	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Please find enclosed the supporting documents for above response.

Signature:  
Name of the Authorized Person:  
Designation:  
(Company Seal)

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

### 14. PRE – BID QUERIES (ANNEXURE – 12)

(To be submitted in excel file format at [dgm.itvmg@idbi.co.in](mailto:dgm.itvmg@idbi.co.in))

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers- 2025  
(REF No: IDBI-Bank/ITD/PPG/RFP/24-25 /54 : Jan 20, 2025)**

<b>Bidder Name :</b>				
<b>Contact Person :</b>				
<b>Contact no / email id:</b>				
S. No	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

**15. BIDDER SUPPORT / SERVICE CENTRE (ANNEXURE – 13)**

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

No	City	Own or Franchise	Postal Address	Contact numbers	Brief Description	No. of Field Support Engineers
1						
2						
3						
4						
5						
6						
7						
...						

Location & Address of Business Continuity Plan (DC Location)	
Location & Address of Business Continuity Plan (DR Location)	

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_



## 16. PRE INTEGRITY PACT (ANNEXURE-14)

(To be stamped on Rs.500/- Stamp paper and included in the Technical bid)

### General

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

And

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

WHEREAS the PRINCIPAL proposes to procure (Supply, Installation & Maintenance of Cash Dispensers- 2025) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

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

NOW, THEREFORE,

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

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

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

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

## 1. Commitments of the PRINCIPAL

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

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

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

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

## 3. Commitments of the BIDDERS

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

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

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

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

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

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

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

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

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

exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

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

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

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

#### **4. Previous Transgressions**

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

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can

be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Security Deposit)

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

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

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

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

## 6. Sanctions for Violations

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

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

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

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

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

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

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

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

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

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

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter XII of Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.



However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

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

## 8. Independent External Monitors

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

Sr. wNo.	Name of IEM	Contact Number	Contact mail
1	Dr. Rajiva Ranjan Verma, IPS, Ex-Director General, Railway Protection Force	9868260524	<a href="mailto:rajivaranjanin@yahoo.co.in">rajivaranjanin@yahoo.co. in</a>
2	Shri P V V Satyanarayana, IRSS, Ex-Principal Chief Manager, South Central Railway	8130073011	<a href="mailto:skpadala@gmail.com">skpadala@gmail.com</a>

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

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

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

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he

will so inform the Authority designated by the PRINCIPAL.

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

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

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

## **12. Validity**



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

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

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

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

Signature  
(For & on behalf of the PRINCIPAL)  
Contractor)

Signature  
(For & on behalf of the BIDDER/

Office Seal  
Name  
Designation

Office Seal  
Name  
Designation

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

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

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

**17. CONTRACT FORM (ANNEXURE – 15)**

(To be submitted by the Successful Bidder)

THIS AGREEMENT made at..... the .....day of..... 2025 between, IDBI Bank Ltd, a company registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2(20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “**the Bank**” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART

and

..... (Name of Service provider or Vendor) of ..... (Please specify the registered office of the (Vendor) (hereinafter called “**the Service Provider**” or “**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 and permitted assigns) of the OTHER PART;

The Bank and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS IDBI Bank vide its RFP No. [●] dated [●] (RFP) had invited Bids from the eligible Bidders for procurement of CDs (supply, installation & maintenance).

WHEREAS the Successful Bidder has represented that it is engaged in the business of providing the Services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the Service(s) to IDBI Bank.

WHEREAS IDBI Bank relying upon the representations and warranties made by the Successful Bidder has accepted its Bid for rendering/delivering the Service(s) for the sum of [●] (Contract Price in Words and Figures) (hereinafter called “the Contract Price”). In the said premises, the Parties hereby enter into this Agreement to provide the Service(s), on the terms and conditions appearing hereinafter.

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

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the aforesaid RFP Document bearing Reference No.....

2. The RFP Document bearing Reference No. \_\_\_\_\_ or Corrigendum/s (if any) including the following and the annexures thereto, shall be deemed to form and be read and construed as part of these presents.

- i. Request for Proposal
- ii. Eligibility Criteria for the Bidder
- iii. Scope of Work
- iv. Instructions to the Bidder
- v. Terms and Conditions
- vi. Commercial's accepted by Bank.
- vii. Service level agreement/Contract.
- viii. Manufacturer's Authorization Form.
- ix. CD Technical Specification Details.
- x. TSS Technical Specification Details.

3. In consideration of the payments to be made by the Bank to the Vendor as hereinafter mentioned, the Vendor hereby agrees and covenants with the Bank to provide/render the Service(s) and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

4. The Vendor hereby represents that:

- i. It is duly organized and validly existing organization under Indian Laws.
- ii. It has power and authority to execute and deliver this Agreement and has taken all necessary steps to authorize execution, delivery and performance of this Agreement.
- iii. It has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the Service(s);

iv. It is authorized and legally eligible and otherwise entitled and has power and authority to do all things necessary and appropriate and to consummate the Service(s) contemplated under this Agreement.

v. Neither the execution and delivery of this Agreement to the Bank nor the Vendor's compliance with or performance of terms and provisions of this Agreement shall contravene any provisions of law or any order, writ, injunction or decree of any Court or Government authority nor shall it violate any provisions of memorandum and articles of association affixation/bye laws/partnership deed or any agreement or arrangement to which the supplier is party.

vi. The CD services offered to the Bank do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to intellectual property rights, legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of the Bank;

vii. It shall supply to the Bank all the items of equipment(s), tools and machinery free from manufacturing defects. Defective items, if any, shall be removed and replaced as contemplated in the aforesaid bid document, free of charge.

viii. If the Service Provider having been notified fails to remedy the defect(s) within the period specified, Bank may proceed to take such remedial action as may be necessary, at the suppliers risk and expense and without prejudice to any other rights which Bank may have against the Service Provider under and in accordance with the contract.

ix. It has made or shall make all necessary arrangement for delivery of the products. In case of failure on the part of Vendor to provide any material / service as mentioned, Bank has a right not to pay for such particular part of material / service and has also right to deduct sum paid for such damages. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor.

5. The Vendor shall enter into service level agreement which will include all terms & conditions, provisions, covenants, scope of work, penalties, payment terms but not limited to above within one month along with this agreement as addendum or otherwise as decided by the Bank

6. The Bank hereby agrees and covenants to pay the Service Provider in consideration of the rendering of the Service(s) and the remedying of defects, if any therein, the Contract price or such other sum as 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 these presents 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

<p>1. Signature</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p>	<p>2. Signature</p> <p>Name: .....</p> <p>Address: .....</p> <p>.....</p>
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Signed and Delivered by.....

## 18. PERFORMANCE BANK GUARANTEE (ANNEXURE – 16)

(To be submitted by the Successful Bidder)

<b>Bank Guarantee No.</b>	
<b>Bank Guarantee Amount</b>	
<b>Expiry Date</b>	
<b>Claim Amount</b>	

### GUARANTEE FOR PERFORMANCE OF CONTRACT

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand twenty Four.

**BY:**

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

**IN FAVOUR OF:**

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 and having its Branch Office amongst other places (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- WHEREAS**, Bank vide RFP No. **IDBI-Bank/ITD/PPG/RFP/24-25/54 dated Jan 20, 2025** called for the bids for engagement of Vendor for Supply, Installation & Maintenance of Cash Dispensers- 2025 for IDBI Bank. M/s \_\_\_\_\_ have been appointed as the Successful Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.
- AND WHEREAS** pursuant to the Bid Document, the Contract Form, Annexure Forms and the other related documents (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail from M/s \_\_\_\_\_ and M/s \_\_\_\_\_ has agreed to provide to the Bank \_\_\_\_\_, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as “the Services”), subject to payment of the Contract price as stated in the said documents and also subject to the terms,

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

conditions, covenants, provisions and stipulations contained the said documents. The Vendor has also furnished indemnity deed and Non-Disclosure Agreement and as such is bound by the same.

3. **AND WHEREAS** the Vendor has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the Vendor has agreed to provide the Services and to procure an unconditional and irrevocable performance bank guarantee, in favor of the Bank, from a bank acceptable to the Bank for securing Supply, Installation & Maintenance of Cash Dispensers- 2025 towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of the 3% of the Contract Price amounting to .....(in words) with validity of .....towards faithful observance and performance by the Vendor of the terms of the Contract and the said documents.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Mumbai forthwith, the \_\_\_\_\_ or any part thereof, as the case may be, as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
3. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the Contract for providing the Services by the vendor to the Bank, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - 5.1. any change in the constitution or winding up of the vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
  - 5.2. any change in the management of the Vendor or takeover of the management of the vendor by the Government or by any other authority; or
  - 5.3. acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
  - 5.4. any change in the constitution of Bank/Vendor; or
  - 5.5. any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - 5.6. The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the rupee equivalent of \_\_\_\_\_ (In words) being the 10% of the Contract Price.
7. This Guarantee will expire on \_\_\_\_\_ (DD/MM/YYYY). Any demand or claim under this Guarantee must be received by the Guarantor by \_\_\_\_\_ (DD/MM/YYYY) and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bombay city/ Mumbai city where the Bank has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

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

**SIGNED AND DELIVERED BY**

the within named Guarantor,

\_\_\_\_\_,  
by the hand of Shri. \_\_\_\_\_,  
its authorized official.



**19. NON-DISCLOSURE AGREEMENT (ANNEXURE – 17)**

(To be submitted by the Successful Bidder on Rs.100/- stamp paper)

This Non-Disclosure Agreement ("**Agreement**") is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN**

IDBI Bank Ltd, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company within the meaning of Section 2(20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called “the IDBI Bank/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_ (*Name of Bidder*) of \_\_\_\_\_ (please specify the registered office of the (*Bidder*) (hereinafter called “the Bidder/Vendor” 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 assign) of the **OTHER PART**;

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

WHEREAS, IDBI Bank called for the bids for engagement of Bidder for procurement of CDs for IDBI Bank ATMs.

WHEREAS the\_ Bidder, after going through the Bid Documents, have vide its letter dated ..... has submitted its bid to perform the said contract.

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

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

In connection with this Agreement,

“**Confidential Information**” includes all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Bank including, financial information, process/flow charts, business models, technical specification, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Bank provides 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 other information of the Bank whether disclosed to the Vendor in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information, except that the following shall not be considered Confidential Information:-

- i. that which is in the public domain;
- ii. that which was previously received from a third party not subject to the obligation of confidentiality with respect to such information;
- iii. that is developed independently without any aid from the disclosing Party/Bank;
- iv. that which is required to be disclosed pursuant to any request/demand by statutory or regulatory or governmental agencies or any applicable law, judgment or otherwise, provided that unless

prohibited by law the disclosing Party/Vendor shall give adequate notice of such disclosure to the Bank .

that is released from confidentiality with the written consent of the Bank .

"Subsidiaries / Affiliates" means and includes the holding company, subsidiary and any other entity directly or indirectly "managed" or "controlled" by the IDBI Bank. The term "managed" or "controlled" shall include ability to appoint and remove majority of the directors, partners or the like in the entity by whatever name called.

The Vendor hereby agrees as under:

- a) The Vendor agrees that it shall hold in trust any Confidential Information received by it , under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Vendor also agrees and undertake to:
- maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
  - make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - Not, without the prior written consent of the Bank , which consent the Bank shall not be under any obligation to provide, disclose the Confidential Information to any third party, save and except to, restrict access and disclosure of confidential information to such of their employees, agents, and vendors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - Treat Confidential Information as confidential for a period of three (3) years from the date of contract. 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;
  - Not at any time either during the continuance of this Agreement or upon termination of this Agreement, publish or divulge either directly or indirectly to any person, firm or company any Confidential Information, save and except to its Affiliates;
  - To keep the Confidential Information as strictly confidential;

This Agreement shall commence on the date of execution of this Agreement and treat Confidential Information as confidential for a period of **three years** from the date of last such disclosure of the Confidential Information. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of **two**

years from the date of such termination. Further, any term or provision of this Agreement that by its nature is intended to survive termination or expiration hereof will so survive and apply.

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

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

Provided that if the Vendor is required to disclose any Confidential Information by order of any court or regulatory authority, the Vendor shall immediately upon receipt of such order, intimate the Bank of such order to enable the Bank to challenge such order or to allow the Bank a reasonable opportunity to seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information; provided further that the disclosure in such case shall be only to the extent required by law and subject to consultations with the Bank with view to agreeing to the timing and content of such disclosure.

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

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

information of IDBI Bank that the Bidder's personnel, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank computer systems or databases while on or off IDBI Bank premises, shall be deemed Confidential Information.

- d) Confidential Information shall at all times remain the sole and exclusive property of the Bank. Upon termination of this Contract, confidential information shall be returned to the Bank or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of IDBI Bank in respect of the Confidential Information.
- e) In the event that the Vendor becomes legally compelled to disclose any Confidential Information, the Vendor shall give sufficient notice to the Bank to enable the Bank to prevent or minimize to the extent possible, such disclosure. The Vendor shall not disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the Bank . The obligations of this clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor 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 Vendor acknowledges the confidential nature of Confidential Information and damage could result to the Bank if the Vendor breaches any provision of the agreement and agrees that, if the Vendor or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. The Bank shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor , its directors, officers etc from engaging in any such act.
- g) This Agreement shall be governed, interpreted and enforced in accordance with the laws of India.
- h) The provisions hereunder shall survive termination of the Contract.

- i) Any dispute arising out of or in relation to this Agreement shall be referred to arbitration by a sole arbitrator appointed by both the parties. The arbitration shall be governed by the Arbitration and Conciliation Act 1996. Each Party shall pay and bear its own cost of arbitration. The Arbitration shall be held in the city of Mumbai and the language of the arbitration shall be English.
  
- j) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
  
- k) This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. The Vendor shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Bank .

**Authorized Signatory of Vendor  
Bank**

Name:

Designation:

Office Seal:

Place: Accepted –

**Authorized Signatory of the**

Name:

Designation:

Office Seal:

## 20. DEED OF INDEMNITY (ANNEXURE – 18)

(To be submitted by the Successful Bidder on Rs.500/- stamp paper)

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty one by M/s \_\_\_\_\_ <insert name of the Successful Bidder (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

### IN FAVOUR OF

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

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

**WHEREAS**, Bank vide RFP No. **IDBI-Bank/ITD/PPG/ RFP/24-25/54 dated Jan 20, 2025** called for the bids for engagement of Vendor for Supply, Installation & Maintenance of Cash Dispensers- 2025 for IDBI Branches PAN India. M/s \_\_\_\_\_ have been appointed as the Successful Vendor.

- 1) The Obligor has
  - a) offered to supply product / service / solution & provide / carry out their commissioning for existing and proposed new branches /offices/ other locations of IDBI Bank (“Services”) as inclusively stated under Service Level Expectations and Specifications Systems & Solutions;
  - 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 \_\_\_\_\_ (DD/MM/YYYY) (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 services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:**

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid 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.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, they are having. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach 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 (M/s \_\_\_\_\_ )

by the hand of Mr/Ms/Mrs \_\_\_\_\_ (Designation \_\_\_\_\_),

the authorized official of the obligor

21. ACCEPTANCE CERTIFICATE (ANNEXURE – 19)

(To be submitted by the Successful Bidder on installation of each ordered \_\_\_\_\_)

Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-2025  
(REF No: IDBI-Bank/ITD/PPG/ RFP/24-25/54 : Jan 20, 2025)

Certificate of Acceptance for Supply & Installation Of CDs

ATM ID: \_\_\_\_\_

Offsite / Onsite Address: \_\_\_\_\_

Connected Branch: \_\_\_\_\_

\_\_\_\_\_

Date Of Commissioning: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the supply and installation of CD for IDBI Bank Ltd, against above said work order has been completed successfully.

**For New CD Installed: --**

CD Make \_\_\_\_\_

IDBI Colour Customization:--Y / N \_\_\_\_\_

IDBI Instruction Stickers on CD:- Y / N \_\_\_\_\_

CD Secondary External Camera Installed in ATM Lobby:- \_\_\_\_\_

Grouting of CD Done:- Y/ N \_\_\_\_\_

Branch Comments if any:

\_\_\_\_\_

**\*Note:** Branch should check CD is in good condition (i.e new and not damaged during transit) and is working fine.

<p>We hereby confirm that the aforesaid CD including all components is brand new and is working fine.</p> <p><b>Vendor</b></p> <p><b>Seal &amp; Signature</b></p>	<p><b>Branch Head / SOM</b></p> <p><b>Seal &amp; Signature Date</b></p>
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- (a) 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.
- (b) Training of personnel has been done by the Contractor as specified in the Contract.
- (c) 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.

**Signature :** \_\_\_\_\_  
**Name :** \_\_\_\_\_  
**Designation :** \_\_\_\_\_  
**Company seal :** \_\_\_\_\_

## 22. LIST OF DOCUMENTS TO BE SUBMITTED IN RESPONSE TO THE RFP (ANNEXURE-20)

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

**Reference: RFP for Supply, Installation & Maintenance of Cash Dispensers-2025**  
(REF No: IDBI-Bank/ITD/PPG/ RFP/24-25/54 : Jan 20, 2025)

#	Documents to be submitted	Supporting Documents	Submitted( Yes/ No)
1.	Copy of NEFT receipt/UTR details (EMD)	<ul style="list-style-type: none"> <li>EMD</li> <li>MSME Certificate / NSIC / Other Supporting document for waiver for EMD</li> </ul>	
2.	Technical Bid Form	<ul style="list-style-type: none"> <li>As per Annexure-1</li> </ul>	Yes / No
3.	Technical Specification	<ul style="list-style-type: none"> <li>As per Annexure-4A, 4B &amp; 4C</li> </ul>	Yes / No
4.	Manufacturer Authorization Form (MAF) from OEM	<ul style="list-style-type: none"> <li>As per Annexure-5</li> </ul>	Yes / No
5.	Power of Attorney as per format provided in RFP (accompanied by certified true copy of Board Resolution)	<ul style="list-style-type: none"> <li>Certified true copy of Board Resolution</li> <li>POA as per format at Annexure-6</li> <li>(If sub delegates the power by the authorized signatory whose nominated by the board)</li> </ul>	Yes / No
6.	Unconditional Acceptance of Terms and Conditions of RFP	<ul style="list-style-type: none"> <li>As per Annexure-7</li> </ul>	Yes / No
7.	Self-Declarations by Bidder	<ul style="list-style-type: none"> <li>As per Annexure-8</li> </ul>	Yes / No
8.	Letter for Refund of EMD	As per Annexure-9	Yes / No
9.	Information Security Certificate	As per Annexure-10	Yes / No
10	Bidder's Profile	<ul style="list-style-type: none"> <li>As per Annexure-11</li> <li>Incorporation Certificate</li> <li>GST</li> <li>PAN</li> </ul>	Yes / No
11	Bidder Support / Service Centre	<ul style="list-style-type: none"> <li>As per Annexure-13</li> </ul>	
12	Pre-Contract Integrity Pact	<ul style="list-style-type: none"> <li>As per Annexure-14</li> </ul>	

Signature of the Bidder  
with company Seal

Ref: IDBI-Bank/ITD/PPG/RFP/24-25/54  
20-Jan- 2025

13	Eligibility Criteria Compliance (accompanied by all the supporting documents)	<ul style="list-style-type: none"> <li>As per the details given in the RFP</li> </ul>	Yes / No
14	List of ATM/CD Installations for other Banks (last 5 years)	<ul style="list-style-type: none"> <li>As per Annexure-21</li> <li></li> </ul>	Yes / No
15	Under Laboratories Certification (ULC)	<ul style="list-style-type: none"> <li>Copy of (ULC) Certificate</li> </ul>	Yes / No
16	Signed Copy of RFP, Bank's Response to pre-Bid queries and Corrigendum (if any)	<ul style="list-style-type: none"> <li>Signed copy of RFP (all the pages to be signed).</li> <li>Signed copy of Bank's Responses, Corrigenda and addenda, if, any, to be submitted</li> </ul>	Yes / No

### 23. DETAILS OF PAST ATM & CD INSTALLATIONS (ANNEXURE-21)

(To be included in Technical Bid)

Sr No	Bank	Model Purchased	No. of ATMs/CDs purchased	Period during which installed (last 5 years)	
				From	To

Any other details \_\_\_\_\_

**Note: - Enclose satisfactory performance proof for above mentioned installations.**

Place.

Date.

Authorised Signatory Name:

Designation.

**24. INSTRUCTIONS TO BIDDER – ONLINE MODE (ANNEXURE-22)****20.1 DEFINITIONS:**

**24.1.1.**C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.

**24.1.2.**IDBI Bank e-Procurement Portal: An e-tendering portal of IDBI Bank introduced for the process of e-tendering which can be accessed on <https://c1.eproc.in>

**24.2. ACCESSING / PURCHASING OF BID DOCUMENTS :**

**24.2.1.**It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of IDBI Bank. Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)

**24.2.2.**To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>) to have a user ID & Password with no registration fee.

**24.2.3.**The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

**24.2.4.**The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

**24.2.5.**Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at IDBI Bank e-Tendering Portal (<https://c1.eproc.in>).

**24.2.6.**For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday

Ph: 0124-4302033/36/37, [eprocsupport@c1india.com](mailto:eprocsupport@c1india.com) .

**Note: It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither IDBI Bank nor C1 India Pvt. Ltd. (C1 India) will be responsible for such eventualities.**

\*\*\*\*\* END OF RFP DOCUMENT \*\*\*\*\*