




Tender Document for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services in Currency Chest

LOCATION : Currency Chest Kolkata.

	IDBI BANK LIMITED Currency Chest, Kolkata																
Request for Proposal																	
<p>IDBI Bank Ltd. invites sealed Tenders in Two bid system from well-established and reputed contractors for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services at Currency Chest, Kolkata. The following are important dates</p>																	
<table border="1"> <tr> <td data-bbox="220 751 951 793">Date of Tender Advt. /Uploading RFP</td> <td data-bbox="951 751 1317 793">March 17, 2025</td> </tr> <tr> <td data-bbox="220 793 951 835">Date of Pre Bid Meeting</td> <td data-bbox="951 793 1317 835">March 25,2025 at 3 PM</td> </tr> <tr> <td data-bbox="220 835 951 877">Upload of queries & Replies in Pre Bid Meeting</td> <td data-bbox="951 835 1317 877">March 25, 2025</td> </tr> <tr> <td data-bbox="220 877 951 919">Last Date of Submission of Bids</td> <td data-bbox="951 877 1317 919">April 02, 2025 at 3 PM</td> </tr> <tr> <td data-bbox="220 919 951 961">Date of Opening of Technical Bids</td> <td data-bbox="951 919 1317 961">April 03, 2025 at 3 PM</td> </tr> <tr> <td data-bbox="220 961 951 1003">Communication to Technically qualified vendors</td> <td data-bbox="951 961 1317 1003">April 05, 2025</td> </tr> <tr> <td data-bbox="220 1003 951 1045">Opening of Financial Bids</td> <td data-bbox="951 1003 1317 1045">April 08, 2025 at 3 PM</td> </tr> <tr> <td data-bbox="220 1045 951 1052">Declaration of Financially Qualified Bidder</td> <td data-bbox="951 1045 1317 1052">April 08, 2025</td> </tr> </table>		Date of Tender Advt. /Uploading RFP	March 17, 2025	Date of Pre Bid Meeting	March 25,2025 at 3 PM	Upload of queries & Replies in Pre Bid Meeting	March 25, 2025	Last Date of Submission of Bids	April 02, 2025 at 3 PM	Date of Opening of Technical Bids	April 03, 2025 at 3 PM	Communication to Technically qualified vendors	April 05, 2025	Opening of Financial Bids	April 08, 2025 at 3 PM	Declaration of Financially Qualified Bidder	April 08, 2025
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<p>For details, please visit the Bank's website www.idbibank.in.</p>																	
<p>Note: Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of the above tender shall only be posted on the website www.idbibank.in and no separate notification shall be issued in newspapers. Bidders are, therefore, requested to regularly visit our website to keep them updated in this connection.</p>																	
<p>Date : March 15, 2025</p>																	

**Tender Document for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binding, shrink wrapping etc. Services IN
CURRENCY CHEST
LOCATION : Currency chest Kolkata.**

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I. NOTICE INVITING TENDER

Sealed Tenders are invited in the prescribed format from professional agencies, who are capable and experienced in providing counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services at CC located at Kolkata

The Agency should have minimum 3 years' experience in providing the Services to commercial banks and should have their Office in Kolkata.

Qualification / Eligibility Criteria

The Bidders should have provided/are providing similar services in offices of minimum one Bank, or financial institution. The Bidders shall have good name, standing and professional reputation for performing similar job/ assignment. In addition, they should not have defaulted in providing similar services with IDBI Bank or any other establishments.

The Bidder should be a registered entity for providing services having requisite valid license in terms of applicable laws/regulations/rules. The work to be undertaken viz. Assist in Cash Management at Currency Chest, Kolkata will be strictly in accordance with license and terms and conditions thereof issued from the authorities under applicable laws, not limited to the Contract Labour Act.

The Bidders should be experienced in providing counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services (hereinafter referred to as "The Services") and should have been in existence and providing the said services for at least in the last 3 years.

1. The Bidder should have Office in Kolkata.
2. The Bidder should have experience of providing the similar services at any Bank or financial institution with work orders as under:
 - a) One work order for Annual Billing amount of **Rs. 32 Lakh and above**
OR
 - b) Two work orders for Annual Billing amount of **Rs. 20 lakh each or more.**
OR
 - c) Three work orders for Annual Billing of **Rs. 16 lakh each or more.**
- 3 The average Annual Turnover of the bidder, during last 3 financial years shall be at **least Rs. 40 lakh.**

Signature of the Bidder

- 4 The bidder shall be a profitable firm / company atleast during 2 financial years out of 3 financial years as per its audited financial statements and records.
- 5 The bidder shall submit satisfactory service certificates issued from their existing major clients based on Paragraph 4 above with details of contact person, Telephone Nos., e-mail etc. of the said major clients.
- 6 The Bidder should be the prime bidder .
- 7 The Bidder or any of its Directors/Partners should not be under any investigation by Police, Tax Authorities, Enforcement Directorate or Money Laundering Authorities or similar authorities.
- 8 The Bidder or any of its Directors/Partners should not be involved in any litigation initiated against them for non-performance of services or for unfair labour practice or for any labour law violation or for violation under any other law. etc.
- 9 The Bidder or any of its Directors/Partners should not have been declared as insolvent or should not have been held guilty of or being prosecuted for any crime.
- 10 The Bidder or any of its Directors/Partners should not be a defaulter to any Bank or Financial Institution any other organization.
- 11 The Bidder should be manned by adequately trained professionals and the organization structure should comprise of a centralized help desk, including other support staff to enable the Bidder or any of its Directors/Partners to execute and perform the job and work assignments of such nature and magnitude. The manpower being deployed should have necessary experience, expertise and relevant knowledge about the job.
- 12 The Bidder shall have good repute, standing and professionalism for performing similar job/assignment. They should not have defaulted in providing similar services with IDBI Bank or any other bank.
- 13 The Bidder should be able to provide uninterrupted and continued service during the period of contract with proper and sufficient Business Continuity Plan (BCP). The Bidder should be able to provide workmen duly verified from the local police authorities. Bidder should have adequate staff to substitute for leave/absence of the deployed personnel. The deployed personnel should be issued/wearing (a) tamper proof photo identity cards issued by the Bidder and (b) prescribed uniform.
- 14 The Bidder should not be owned or controlled by any director or officer/ employee of the Bank or their relatives having the same meaning as assigned under Section 2 of the Companies Act, 2013.
- 15 Any Bidder who was earlier awarded the contract by way of tender process by IDBI Bank and who did not either enter into an agreement for any reason whatsoever or failed to provide the services after executing the agreement for any reason whatsoever or refused to provide the services after executing the agreement for any reason whatsoever or failed to provide services for the entire agreed period after executing the agreement for any reason whatsoever should not apply to this Tender as such Bidder would not be considered for this tendering process.

A. Credentials

The tenderer should also furnish the following information in Cover-1 (Technical Bid):

Signature of the Bidder

IDBI Bank Ltd.	RFP for Note Counting/Sorting etc. Services at Currency Chest, Kolkata	
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1. Information regarding eligibility criteria as per format given Annexure-I.
2. Organization profile & Bank's NEFT details of the company/contractor/firm etc.
3. Name & address of the clients for whom the jobs were executed as per format given in Annexure-II.
4. Copies of the Certificates from the clients for satisfactory performance.

Each tender set comprises of the following:

- i. **Cover I** : - Technical Bid + Necessary documents proof + EMD
 - i. A complete set of tender document (**Technical Bid**) as issued, duly filled and signed by the tenderer.
 - ii. Demand Draft towards **the Earnest Money Deposit (EMD) Rs.90, 000/- (Rupees Ninety thousand) only** in the name of 'IDBI Bank LTD.' Payable at Kolkata.
 - iii. Exceptions and deviations which tenderer may desire to stipulate be given with the Technical Bid in a separate letter. (Tenderers are advised to submit the tenders based strictly on the conditions of contract and specifications contained in the tender documents and not to stipulate any deviations. Should it, however, become unavoidable, deviations may be stipulated). The tenderers may refrain from submitting conditional tenders. In case any tenderer give any condition, he/she should be available him/herself or their authorized representative at the time of opening of the tender and the same has to be submitted in separate envelope. The Bank reserves the right to reject such deviations or evaluate the tenders containing deviations having financial implications by adding the cost for such deviations as may be determined by the Bank. After assessing the condition(s), the Bank shall notify to the tenderer / their authorized representative, its decision on the condition(s). Bank's decision shall be final and binding on the bidders. However, the bidder shall have the choice to revise their price bid(s) in that case before starting the opening of Commercial Bid. If the authorized personnel is not available / present during tender opening and conditional tender is submitted, the same will be rejected.
- ii. **Cover II** : - Commercial Bid
 - i. A complete set of the tender document (Commercial Bid), duly filled and signed by the tenderer.
 - ii. No deviations / conditions will be stipulated by the contractor in the Commercial bid

Each page of tender shall be signed by an authorized person of the firm and duly stamped. Both the covers shall be super scribed with the name of work. Cover-1 &

Signature of the Bidder

Cover-2 shall be placed in a third sealed cover super scribing with “**Tender for providing counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services at Currency Chest at Kolkata.**”

B. Earnest Money Deposit & Cost of Tender Documents

The Earnest Money Deposit **amounting to Rs.90, 000/ - (Rupees Ninety Thousand only)** must accompany each tender in the form Demand Drafts / Pay Orders / Banker's Cheques drawn in favour of IDBI BANK Ltd. Tender not accompanied by the Earnest Money Deposit shall be rejected. No Interest shall be payable for EMD. The EMD of unsuccessful bidder will be returned after finalization of Tender. The EMD of successful bidder shall be adjusted in Security Deposit.

C. Instructions to Bidders

1. The tender shall be valid for 90 days from the last date of submission.
2. The Bidders should ensure and confirm that
 - (i) they have the entire mandatory compliance certificates / registrations / license issued/obtained in terms of applicable laws/rules/regulations including both Central and State labour laws applicable for providing the services in the State of West Bengal
 - (ii) no violation/breach of the said laws /license issued /conditions thereof have been made till date.
 - (iii) all registers, records and returns to be maintained in terms of the applicable laws are kept in order as prescribed under various applicable laws.
 - (iv) Minimum wages payable to the personnel to be engaged shall be strictly as per Notification issued by **Central Government under Minimum Wages Act, 1948**. The Bidder should comply with all the relevant provisions of Contract Labour (Regulation and Abolition) Act 1970 (hereinafter referred to as “The Contract Labour Act”) and Central Rules 1971 and should enclose the copies of the following:
 - a. **License issued from the Licensing** Officers appointed in terms of the **Contract Act**, in the name of bidder to employ contract labour under the Contract Labour Act.
 - b. Registration certificate issued under the **Employees Provident Fund Act**, with latest proof (challans to be attached).
 - c. Registration under **Employees State Insurance Act**, with latest proof (challans to be attached).
 - d. **Last 3 years IT returns, PAN Card** of the Bidder organization and the **Aadhaar card / PAN Card / Election ID Card / Passport** of the official signing the bid document .

Signature of the Bidder

- e. **Registration under GST** (if applicable) with relevant details (Certificate, etc. to be attached).
 - f. **Copies of audited Balance Sheets for the last 3 years** / Computation of Income.
3. **Cover I of Tender** containing the EMD and Technical Bid will be opened on **April 03, 2025 at 3 PM** in presence of the representative from each of the tenderers who wish to be present.
 4. Price bid of only those tenderers who have satisfied the eligibility criteria as specified shall be considered. The prequalified bidders will be intimated about the date and time of opening of **Cover-2 (Price bid)** to enable them to be present at the time of opening. Those bidders who had not submitted EMD on account of exemption under NSIC/UDAI should submit DD/PO/BC for the security deposit amount before the stipulated time on the price bid opening date failing which their price bid shall not be considered for opening even though are technically qualified.
 5. The bids of the applicants who have not furnished EMD and do not meet the eligibility criteria as specified by Bank shall be rejected. The unopened Price bid shall be returned to such bidders.
 6. Each page of the application shall be signed by a person having necessary authority to do so.
 7. If the space in the Performa is insufficient for furnishing full details, such information may be given in separate sheets.
 8. Applicants are required to furnish information against each item of the application. In case certain item is not applicable, please write NA. Application containing incorrect and or inadequate information is liable to be rejected.
 9. For any further clarification, the applicant may contact in the numbers as given below during office hours: **033-22135530/31/32**. Any information furnished by the applicant is found to be incorrect at a later stage, the contractor is liable to be debarred from tendering / taking up any future work in the Bank. The Bank reserves the right to verify the particulars furnished by the applicant independently.

Contractors are requested to furnish details regarding their Company, Organization Chart, Date of Incorporation, Experience etc. as indicated in the application format given in the web site. The application forms can be downloaded from the IDBI website **www.idbibank.in** from **Notices – Tenders**.

The Technical Bid and commercial bid should be placed in a Third envelope superscribing **"Tender for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services at**

Signature of the Bidder

IDBI Bank Ltd.	RFP for Note Counting/Sorting etc. Services at Currency Chest, Kolkata	
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Currency Chest at Kolkata. on the envelope and addressed to **The Deputy General Manager IDBI Bank Ltd**, and dropped in the tender box, kept for this purpose **on IDBI Bank Ltd, 7th Floor, IDBI House, 44, Shakespeare Sarani, Post Bag No.16102, Kolkata-700017**, on or before **April 02,2025 at 3:00. PM**. The sealed cover should necessarily dropped in the **tender box only** which is kept at said Office for this purpose. If the covers are sent by post, the vendor should ensure that the bid is received at the above mentioned address before the prescribed time to avoid rejection. Covers received after prescribed time will be rejected.

Bank reserves the right to reject any or all the applications without assigning any reasons and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria. Bank also has the right to reject all the applications and go in for re-advertisement without assigning any reason.

Place: Kolkata

S/d

Date: March 05, 2025

Deputy General Manager

II. INSTRUCTIONS FOR TENDERERS

The scope of work covers providing for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc. Services at Currency Chest as described in the Technical Bid hereunder, at IDBI Bank's Office Building at Gillander House, 8 N.S. Road Kolkata - 700001 in the state of West Bengal. The details whereof are as provided herein below.

1. Each Bidder(s) will have to go through the document thoroughly before submitting the document. The Bidder(s) whose financial/Price Bid is accepted will be required to enter into an agreement with the Bank as per proforma given.
2. The sealed cover (with Technical Bid & Price Bid covers kept inside) super scribed with the name of the work may be addressed to **The Deputy General Manager, IDBI House, 44, Shakespeare Sarani, , Kolkata-700017 , and the covers shall be dropped in the Tender Box placed at Floor 7th, on or before April 02, 2025 at 3:00 pm.** The Bank will not be held responsible for any postal delay/loss/non receipt thereof. Bid(s) received after the date & time specified above will be rejected. The Technical bids shall be opened in the presence of the Bidder(s) who wish to be present on the same day at 3:00 pm at the above mentioned address.
3. **A pre-bid meeting of all the intending bidders desirous of attending shall be held on March 25, 2025 at 3 PM at the office of The Deputy General Manager- IDBI House, 44, Shakespeare Sarani, Kolkata-700017,** where the intended bidders can have detailed dialogue regarding the tender, procedure for filling tender in the Technical bid, Commercial Bid (Price Bid) or any other matter/clarifications covering the tender. Bidders are strongly advised to attend to this meeting.
4. Bidder(s) shall note that bids received without prescribed EMD (DD) shall summarily be rejected.
5. The EMD of Unsuccessful Bidders shall be returned on non-acceptance of the Bid within one month of opening the price bid. However, EMD of Successful Bidder(s) whose tender has been accepted by the Bank shall be adjusted towards Security Deposit. The Successful Bidder(s) has to deposit balance amount of Security deposit, if any after adjusting said EMD. The Security Deposit shall not bear any interest and such amount shall be forfeited in the event of any invasion, refusal or delay on the part of the Successful Bidder(s) to sign and execute the agreement within 30 days from the commencement of contract in case their Bid is accepted.
6. The Bidders shall submit their offers strictly in accordance with the terms and conditions of the Bid document. Any Bidder who stipulates conditions contrary to / in variance to the conditions given in the Bid document is liable for rejection.
7. The Bid amount is to be inserted in words as well as in figures in the space provided and in case of discrepancies between prices written in words and prices written in

Signature of the Bidder

figures, the prices written in words shall be considered correct. The correction and or overwriting, made in the tender documents/price bids if not authenticated, will be liable for rejection.

8. The rates quoted in the Bid shall be inclusive of all charges, service charges of the bidder including labour charges, uniform for labour, insurance premium covering any risk to labour, etc. GST will be paid over and above the quoted rate. No bidding will be accepted with Nil Service Charge.
9. The Tender Document i.e. Technical Bid and Price Bid are not transferable.
10. Time is the essence of the contract and the works must be started within 15 days from the date of issue of work order. Any Bidder who disagrees with the time schedule and stipulates a longer period is liable to be rejected.
11. Access to inspect the site will be given with prior appointment up to one day prior to the last date of submission of the tender.
12. All pages of the Bid document shall be signed by the Bidder or person(s) duly authorized by the Bidder. In case, the Bidder is a Company, the officer so authorized by the Company with its seal duly affixed shall sign the Bid. A resolution to that effect passed by the bidder company shall be attached with the bid.
13. The Bid shall contain complete registered office address, Tel. No. & Fax No., e-mail for serving notices or any communication required to be served to the Bidder in connection with the Bid.
14. The Bid Form and the documents attached to it shall not be detached and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained. Any alteration made in the document while submitting the tender will be invalid and the terms and conditions of document published by Bank will be applicable and binding on the bidder.
15. Bidder(s) are requested to visit the Bank's website and also carefully examine the Bid Documents, terms and conditions of contract, specifications, schedules and the frequency of work. In case there should be or appear to be any ambiguity in or discrepancy between any of the document, they should immediately refer the matter to the Bank for clarification.
16. The Bank will not be responsible/liable for payment of any costs, charges or expenses, which may have been incurred or payment of any damages or any monies or any monies or of any nature, in respect of any losses to person or property suffered by any Bidder(s) in connection with visits to inspect the site and in the preparation of Bid for submission.

17. The Bidder(s) (whether he submits the Bid or not) shall treat the details of the document as secret and confidential and shall not share or part with third party without prior written consent of the Bank.
18. The Bank reserves the right to adjust/rectify any arithmetical or other error(s) in any Bid in the way that it considers just and suitable. Any adjustments/rectifications so made by the Bank shall be treated as stated to the Bidder(s).
19. The Bank is not bound to accept the Lowest Bid and it reserves the right to accept or reject any Bid, at its own discretion, without assigning any reasons thereof. The Bank's decision in this regard will be treated as final, conclusive and binding on the Bidder(s).
20. No conditions from the intending Bidder, in addition to the conditions stipulated in the Bid document will be acceptable.
21. The information contained in this Tender document or information provided subsequently to the Bidder(s) or applicants whether verbally or in documentary form, by or on behalf of IDBI Bank Limited (IDBI Bank/the Bank), is provided to the Bidder(s) on the terms and conditions set out in this TENDER document (Technical Bid and Price Bid) and all other terms and conditions, subject to which such information is provided.
22. The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment by IDBI Bank. IDBI Bank does not undertake to provide any Bidder(s) with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies therein, if any, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated to Bidders through website of IDBI Bank. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.
23. If any vendor defers / denies carrying out a job after issuing work order to them, then they would be removed / delisted from the panel.
24. Any effort by a Bidder to canvass or influence the evaluation of Bids, comparison of Bids or decisions on awarding the contract may result in disqualification of the Bidder.
25. The Bidder shall bear all costs for the preparation and submission of the Bid documents. IDBI Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the Bidding process.

Signature of the Bidder

- 26. IDBI Bank reserves the right to re-issue/re-commence the entire bid process in case of any anomaly, irregularity or discrepancy observed in the process.

- 27. The Bank also reserves the right to reject any or all the applications/bids without assigning any reasons and without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for IDBI Bank's action and to restrict the list to any number deemed suitable by it, if too many applications/bids are received satisfying the basic eligibility criteria.

I/We have read and understood the above terms & conditions.

Place: Kolkata,

Signature of Tenderer

Date: _____.

IDBI Bank Ltd.	RFP for Note Counting/Sorting etc. Services at Currency Chest, Kolkata	
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III. SCOPE OF WORK

The Bank is operating Currency Chest (CC) at Kolkata. The address is as below:

IDBI Bank Ltd, Currency Chest , Gillander House, Block- D, 8 N.S. Road, Kolkata – 700001

CCs receive and pay cash to various Branches of the Bank and other Banks. CCs are directly controlled and monitored by Reserve Bank of India (RBI) and, therefore, will have to comply with high standards set by RBI. Work in the CCs would involve assistance in receiving, counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping and moving of cash in the premises. These processes happen manually and with the assistance of high precision counting, sorting, wrapping machines etc. The Bank has provided necessary machines and provisions for such processes. The manpower provided in CC shall be capable of handling all the jobs mentioned above and should be wearing uniform and should be of high integrity with Police Verification. The vendor shall provide above said services on all working days and shall also on Sundays and Holidays during times of exigencies. No extra claim whatsoever on this account shall be entertained.

IV. GENERAL TERMS AND CONDITIONS

1. The Successful Bidder(s) shall attend to all emergency calls relating to assigned works promptly and in time bound manner. The Successful Bidder(s) will have to work in coordination with the Bank's Officials working in CCs and Bank's Official may modify working schedule/time as per the convenience of the Bank, if required. No extra claim, whatsoever, on this account shall be entertained.
2. The date of commencement of the work shall be the date on which work is actually taken up at site
3. The successful bidder shall undertake to provide the services in the existing CC and bank may consider awarding the work to the successful bidder for any upcoming CC with mutual consent of the parties.
4. The Successful Bidder(s) shall be responsible for the safety and security of all the internal items such as furniture, equipment, fixtures etc. The Bank will recover the cost of any damage to the Bank's property from Successful Bidder's Security Deposit.
5. **Successful Bidders' Employees**
 - (i) For the purpose of the services under the scope of work and which are incidental to the scope of work the Successful Bidder(s) shall deploy sufficient personnel for all types of services to carry out the works strictly as per the work mentioned in the scope of work earlier.
 - (ii) The personnel deployed shall be of good health and moral character, well behaved, obedient and experienced in their tasks. The Successful Bidder(s) should provide necessary uniform to their personnel at their own cost. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder(s). The personnel deployed at the Bank's premises by the Successful Bidder(s) shall compulsorily wear prescribed uniform while on duty and shall always carry his / her Identity Card.
 - (iii) The Successful Bidder(s) shall be responsible for the payment of wages / and all other dues to its employees. All liabilities arising out of violation of any local and Central Laws shall be the sole responsibility of the Successful Bidder(s) without encroaching upon the rights and liabilities of the Bank in any manner whatsoever.
 - (iv) The Successful Bidder(s) shall assign and modify duties from time to time of their employees. However the successful bidder shall keep Bank informed about the changes in duty chart as and when well in advance and may change based on any complaint by the Bank in terms of deficiency in services availed.

(v) The workmen of the Successful Bidder(s) should be conversant in Local Language. The Supervisor of the Successful Bidder(s) shall have full control over the employees engaged by the Successful Bidder(s). It shall be his duty to give necessary guidance and directions to the workmen to carry out the jobs assigned to them effectively. The Successful Bidder(s) should rotate their staff at least once in every six months with equally trained and experienced people.

(vi) The Successful Bidder(s) should take all precautionary measures to ensure the safety of the workmen employed by it and the Bank shall not be responsible / liable in case of any eventuality caused to the workmen employed by the Successful Bidder(s).

(vii) The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws/laws/rules/regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Bank In-charge and nothing extra shall be paid on this account.

(viii) The Bank reserves the right to reject any particular workmen/staff placed/employed/deployed under the contract with the Bank without assigning any reason. In case Successful Bidder(s) fails to take action against the said defaulting workmen/staff, the Bank reserves the right to take suitable/ legal action against the Successful Bidder(s) and the workmen staff concerned.

(ix) As the agreement entered with Successful Bidder(s) is service agreement the Successful Bidder(s) shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act or rules there under or under any law or rules of compensation payable under any consequences.

(x) Successful Bidder(s) shall be solely responsible/liable for accommodation, all amenities, remuneration, other payments, including all dues and benefits payable or given in terms of applicable statutes, omissions / commissions of personnel deployed at the Bank's office premises.

(xi) In case of any theft of any material from the Bank's office premises, on account of the negligence / integrity on the part of the personnel deployed by the Successful Bidder(s), the amount commensurate of the loss/theft will be recovered from the Successful Bidder(s) in any way the Bank deems fit, including from the outstanding while settling the bill(s).

(xii) The successful bidder shall keep the KYC document and address proof of their employees and give a confirmation to this effect to the Bank. Successful bidder(s) have to ensure that the verification of the antecedents of the persons/staff deployed by them from Police, and also carry out KYC related to identity and address of such persons/staff. The successful bidder should submit

copies of police verification certificates of all the deployed personnel to the Bank.

(xiii) The Successful Bidder(s) shall conduct his work so as not to interfere with or hinder with the operations of the Bank.

(xiv) He shall coordinate his work with that of the other Successful Bidder(s) in a just, acceptable and reasonable manner and shall perform it in proper sequence to the complete satisfaction of Officer-In-charge of the Bank. Utmost care shall be taken to keep the noise level to the minimum so that no disturbance as far as possible is caused to the people nearby.

(xv) The contract for the services would be for a period of 2 years as per the quoted rate from the date of acceptance of the Price bid. However, the initial contract for service work may be further extended and renewed for further 1 year based on existing terms and conditions depending upon the satisfactory performance of the Bidder/Agency and solely at the discretion of the Bank. In other words, subject to the renewal or extension of the contract agreed between the successful bidder and the bank, the quoted rate for the assigned work shall remain unchanged, whatsoever, except on account of any escalation arising out of statutory requirements during the entire contract period of 2 years. Change, if any, on the unit cost payable to the successful bidder, will be modified based on revision of Central Minimum Wages.

(xvi) Extension of contract in favour of the Successful Bidder(s), after second year, shall be considered, subject to following:

- a. Satisfactory performance by the Successful Bidder(s) during previous year/s
- b. Same terms and conditions including renewal of License by the Successful Bidder(s) on or before expiry of the License granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition) Act, 1970.

(xvii) There shall be no escalation in the quoted rate whatsoever, except on account of any escalation arising out of statutory requirement during the contract period of 2 years. In case the Successful Bidder(s) fails to renew the contract for further period of one year after expiry of initial period of one year, the entire Security Deposit shall be liable to be forfeited.

6. Successful Bidder's Responsibility-Licenses and Registrations

(i) The Successful Bidder(s) should possess the requisite license under Contract Labour (R&A) Act issued by the Central Labour Commissioner/Competent authority under the said Act, for providing the services at Bank's premises in the service contract at its own cost. The Bank shall not be responsible in any way for any breach by the Successful Bidder(s) of the laws, rules and regulations

governing the running of such establishments/work involved in the service contract. The Successful Bidder(s) shall register with the Registrar of concerned Central Labour Commissioner, Government of India (Ministry of Labour) under all applicable laws. Successful Bidder(s) shall comply with all rules and regulations and other Statutory Acts/Regulations relevant to this contract, including Contract Labour (R&A) Act, Minimum Wages Act, Employees' Provident Fund Act, Workmen's Compensation Act, ESI Act, Payment of Bonus Act, Payment of Gratuity Act, Income Tax Act, Sales Tax and Value Added Tax Act, etc. Successful Bidder(s) shall indemnify the Bank as principal employer against risks, loss and damage or legal injury arising out of the default or negligence on the part of Successful Bidder(s), or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government of India/concerned State Government as applicable and other statutory authorities from time to time. In case of fresh notification issued by the Government relating to Section 10 of CL(R&A) 1970, the contract would be discontinued forthwith and no compensation will be payable to the Successful Bidder(s).

(ii) The Successful Bidder(s) must comply with all the legal direction and orders of the central/local/public authority or municipality and abide by their rules and regulations and pay all fees and charges for which they may be liable.

(iii) Successful Bidder(s) shall, without fail, cover all the men deployed by him on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance, etc. Such insurance policies shall be in joint names of the Bank the Successful Bidder(s) and copy of the same will have to be submitted to the Bank before taking up the work. The Successful Bidder(s) shall arrange and pay for the policy under the Public Liability Insurance Act, 1991. The Successful Bidder(s) shall obtain adequate Insurance Policy in respect of his workmen engaged for the service toward meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents. Besides, the Successful Bidder(s) shall comply with all relevant labour laws as applicable to the location as existing or as may be mentioned during the contract period and shall indemnify the Bank against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the Bank may be party or involved as a result of the Successful Bidder's(s) failure to comply the obligations under the relevant Act/law which the Successful Bidder(s) is/was required to follow.

(iv) The payment to the workers engaged by the Successful Bidder(s) should be in conformity with the provisions of the Minimum Wages Act as per norms/notifications laid down by the office of Labour Commissioner of Central Government (Ministry of Labour, Government of India)/ the competent authorities appointed by the Government of India under the schedule of employment of as applicable and paid at the frequency laid under the law. The payments should be effected on monthly basis. Successful Bidder(s) should also

ensure the other statutory monthly/periodic payment such as Provident Fund, dues/benefits under ESI Act, Labour Welfare Fund etc. as per applicable laws/rules thereon. It shall be noted by the Successful Bidder(s) and he/it should bring to the notice of his workmen that this is purely a contract work and the workmen /employees, employed by him are carrying out an annual contract and it does not entail them to seek employment / job opportunity for him or his workers in the Bank at any point of time.

(v) The successful bidder shall provide compliance certificate every month and no due certificate at the time of completion of contract without fail

7. No Tenancy rights

(i) The Successful bidders shall be given lock & key space for their staff deputed in Currency chest for keeping their belongings during working Hours. The space so provided should be used only for keeping their belongings during their duties under the contract and not for any other purpose and only for the period till the contract are in force. The place should be vacated at once when the Contract is terminated/ended. Belongings of their staff at site would be at Successful Bidder(s) risk.

(ii) Nothing herein contained shall be construed to create any tenancy in Successful Bidder(s) favour of the Premises at the Bank Offices and other service areas at the Bank. The Successful Bidder(s) who is not entitled to the premises except for use of the premises for storing the belongings for the purpose of the contract upon its acceptance by Bank, shall upon termination of this contract, leave/vacate the Bank's premises served by the Successful Bidder(s) under this contract, free of any materials and without causing any loss or damage to the premises.

(iii) The Successful Bidder(s) shall not sub contract, assign or transfer the contract to any person or firm without prior written approval of IDBI Bank.

8. Delay in the Successful Bidder(s)' performance

Performance of the Contract shall be made by the Successful Bidder(s) strictly in accordance with the time schedule specified by the Bank. Time is the essence of Contract. Any delay by the Successful Bidder(s) in the performance of its contractual obligations, which the Bank in its sole discretion may adjudge, shall render the Successful Bidder(s) liable to any or all the following sanctions:

- i. Forfeiture of its EMD/Security Deposit/performance guarantee/performance security
- ii. Imposition of liquidated damages/penalty, and/or
- iii. Termination of the Contract for default

If, at any time during performance of the Contract, the Successful Bidder(s) encounter conditions impeding timely completion of the service(s) under the Contract and performance of service(s), the Successful Bidder(s) shall promptly notify the Bank in writing, of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the Successful Bidder(s) notice, the Bank shall evaluate the situation and may at its sole discretion extend the Successful Bidder(s) time for performance, in which case, the extension shall be ratified by the Parties by amendment of the Contract.

9. Standard of Performance

The Successful Bidder(s) shall perform the service(s) and carry out its obligations under the Contract/this Tender with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies. The Successful Bidder(s) shall safeguard IDBI Bank's legitimate interests in any dealing with third parties.

(i) The Successful Bidder(s) shall execute and furnish to IDBI Bank, a Deed of Indemnity in favour of IDBI Bank in a form and manner, as given in Annexure, indemnifying the Bank its directors, employees, agents, its affiliates, subsidiaries, successors, assigns 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. The provisions under this clause shall survive the termination of the Contract.

(ii) The Service(s) of the Successful Bidder(s) herein shall not be construed as any agency of IDBI Bank and there shall be no principal agency relationship between IDBI Bank and the Successful Bidder(s) in this regard.

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

In case the Successful Bidder(s) has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and / or otherwise will be available to the Successful Bidder(s). However, the Bank shall have such rights against the Successful Bidder(s).

11. Representations and Warranties:

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

(i) That the Successful Bidder(s) is an individual/sole proprietorship firm/

partnership firm/company which has the requisite qualifications, skills, experience and expertise in providing the service(s), the technical know-how and the financial wherewithal, the power and the authority to enter into the Contract and provide the service(s) sought by the Bank.

(ii) That the Successful Bidder(s) is not involved in any major litigation and no litigation or investigation is threatened against the Successful Bidder(s). That the existing or threatened litigations or investigations do not have an impact of affecting or compromising the performance and delivery of service(s) under the Contract.

(iii) That the representations made by the Successful Bidder(s) in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and this Tender and unless the Bank specifies to the contrary, the Successful Bidder(s) shall be bound by all the terms of the Bid. The Successful Bidder(s) has not suppressed any information, which is within the knowledge of the Successful Bidder(s).

(iv) That the Successful Bidder(s) meets the requisite eligibility criteria as set out hereinabove and has the requisite professional skills, personnel and resources/authorizations that are necessary for providing/rendering all such service(s) as are necessary to perform its obligations under the Bid and this Contract.

(v) That all the representations and warranties as have been made by the Successful Bidder(s) with respect to its Bid and the Contract, are true and accurate, and shall continue to remain true and accurate through the term of the Contract.

(vi) That the execution of the service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.

(vii) That there are (a) no legal proceedings pending or threatened against Successful Bidder(s) or any sub Successful Bidder(s)/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 Successful Bidder(s) or any sub-Bidder(s) / third party or its team members by any statutory or regulatory or investigative agencies prejudicially affecting or restraining the commencement of the contract or affecting the performance of the contract.

(viii) That the Successful Bidder(s) has the power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary

action, including the corporate action, if applicable, to authorize the execution, delivery and performance by it of the Contract.

(ix) That all the conditions precedent under the Contract have been complied.

(x) That neither the execution and delivery by the Successful Bidder(s) of the Contract nor the Successful Bidder(s)'s compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Successful Bidder(s) (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Successful Bidder(s) 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 Constitutional Documents (if applicable) of the Successful Bidder(s).

(xi) That the Successful Bidder(s) 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 Successful Bidder(s) which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made by him/her/it in full and in terms of applicable laws/rules/regulations thereon.

(xii) That the Successful Bidder(s) confirms that no execution, amendment or modification of any agreement/contract shall take place without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or service(s).

12. Relationship between the Parties

(i) Nothing in the Contract constitutes any fiduciary relationship between IDBI Bank and Successful Bidder(s)/its team or any relationship of employer - employee, principal and agent, or partnership, between **IDBI Bank** and the Successful Bidder(s).

(ii) No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

(iii) IDBI Bank has no obligation to the Successful Bidder(s)'s except as agreed under the terms of the Contract.

(iv) All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder(s) for performing its obligations under the Contract/Tender

shall be in sole employment of the Successful Bidder(s) and the Successful Bidder(s) shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/death/termination of any nature to the employees/ personnel/ representatives/ agent etc. of the Successful Bidder(s)).

(v) The Successful Bidder(s) shall disclose to IDBI Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder(s) or its team/agents/representatives/personnel etc.) in the course of performing the service(s) as soon as possible after it becomes aware of that conflict.

(vi) The Successful Bidder(s) shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless IDBI Bank first gives the Successful Bidder(s) its prior written consent.

13. **No Assignment**

The Contract cannot be transferred or assigned by the Successful Bidder(s) without the prior written approval of IDBI Bank.

14. **Entire Contract**

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

15. **Termination of the Contract**

(i) **The Bank may terminate the contract by issuing one month's notice to the Successful Bidder(s) without showing any reason whatsoever.** In the event of instances of unsatisfactory service, gross misbehaviour, theft, burglary, moral turpitude, misuse of the Bank's premises, etc. by the Successful Bidder(s) or by any staff of the Successful Bidder(s), the Bank may forthwith/instantly terminate this contract without any previous notice or showing any reason whatsoever to the Successful Bidder(s) and the Successful Bidder(s) shall have no claim whatsoever against the Bank or any of its Officers in consequence of such termination. The Security Deposit kept with Bank would automatically stand forfeited under such circumstances without any further correspondence/intimation in the matter.

- (ii) On the termination of the contract, the Successful Bidder(s) & its employees/workmen shall peacefully vacate the premises and handover to the Bank all articles, equipment, furniture and other fixtures belonging to the Bank and other material entrusted in its custody.
- (iii) Consequences of Termination:
- a. In the event of termination of the Contract due to any reason/cause whatsoever, [whether consequent to the stipulated terms of the Contract or otherwise], IDBI Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Successful Bidder(s) shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor of Successful Bidder(s) to take over the obligations of the erstwhile Successful Bidder(s) in relation to the execution/continued execution of the scope of the Contract.
- b. In the event of termination of the Contract due to efflux of time where the term is not extended by IDBI Bank, the Successful Bidder(s) shall be obliged to provide all such assistance to the next successor/Successful Bidder(s) or any other person as may be required and as IDBI Bank may specify including training, where the successor(s) is a representative/personnel of IDBI Bank, to enable the successor to provide adequately the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Successful Bidder(s) or due to the fact that the survival of the Successful Bidder(s) as an independent corporate entity is threatened/has ceased, IDBI Bank shall pay the Successful Bidder(s) for that part of the Service(s) which have been authorized by IDBI Bank and satisfactorily performed by the Successful Bidder(s) up to the date of termination. Without prejudice to any other rights, IDBI Bank may retain such amounts from the payment due and payable by IDBI Bank to the Successful Bidder(s) as may be required to offset/compensate any losses caused to IDBI Bank as a result of any act/omissions of the Successful Bidder(s). In case of any loss or damage due to default on the part of the Successful Bidder(s) in performing service(s) or any failure to perform any of its obligations under the Contract, the Successful Bidder(s) shall compensate IDBI Bank for any such loss, damages or other costs, incurred by IDBI Bank. Additionally, the sub Bidder(s) (if any) other members of its team shall continue to perform all its obligations and responsibilities under the Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All permitted sub bidders shall

continue to perform all / any functions, as stipulated by IDBI Bank and as may be proper and necessary to execute the Service(s) under the Contract in terms of the Successful Bidder(s)'s bid and the Contract.

- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e. In the event of termination of this Contract for any reason whatsoever, IDBI Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Successful Bidder(s).

(iv) The Successful Bidder has a right to terminate the contract after providing 90 days' notice to the Bank in writing after assigning valid reason for the same.

16. **Settlement of Bills**

The Bank will fix the lowest rate (i.e. per bundle) on the basis of competitive bidding and enter into service agreement with the lowest vendor and release monthly payment to the vendor after satisfactory completion of the scope of work. . The rate quoted per bundle per month is inclusive of all the types of services .No separate payment will be made for any type of the services. Successful Bidder(s) shall take into account the complete scope or work while quoting his rate per bundle per month considered for the purpose of billing, which shall also include all statutory taxes, minimum wages, profit & overheads, etc.

The Successful Bidder(s) shall submit the bills for every month separately. The payments shall be made, subject to production of copies of all monthly statutory remittances including minimum wages / PF, ESI, Welfare Fund, Professional Tax (if applicable), GST paid challans, if any, all other applicable statutory remittances and all other documents mandated by statutes which will prove that payment with respect to persons deployed have been paid to statutory authorities in terms of applicable statutes for processing the bill of next month, within one month from the date of submission of the bills, subject to the bill being in order. While making such payment the Bank shall make the following deductions.

- i) Income-tax or any other tax deduction at source as per the Government rules.
- ii) The amount equivalent to any damages/loss etc. caused to the Bank by the workmen/employees of the Successful Bidder(s).
- iii) Any other charges, penalties and other deduction, etc. indicated in scope of work.

- iv) The Bank reserves right to correct arithmetical errors or other errors in the matter in which the Bank consider suitable and deem fit. This adjustment shall be acceptable to and binding upon the Successful Bidder(s).

17. **Dispute resolution**

The Bank and the Successful Bidder(s) shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract in the following manner:

a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **[30]** (Thirty) days of receipt of the notice.

b) The matter will be referred for negotiation between General Manager IDBI Bank, Zonal Office, Kolkata or any other officer of IDBI Bank designated by him/her and authorized representative of the Successful Bidder(s). The matter shall then be resolved by them and the agreed course of action documented within a further period of **[90] (Ninety)** days.

c)
Any dispute between Bank and contractor, which cannot be settled by negotiation, may be resolved by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata, West Bengal, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. All disputes of differences of any kind whatsoever which shall at time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, the same shall be placed before the single Arbitrator, for the time being named as Deputy Zonal Head, IDBI Bank Ltd. or any official of his level in the Bank and his decision will be final and binding on all the parties. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata, West Bengal 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.

It is also a term of the contract that if contractor(s) do / does not make any demand for arbitration in respect of any claim (s) within 30 days of receiving intimation from the Bank that the bill after due verification is passed for payment of a lesser amount, or the final bill amount is credited to the contractor's account otherwise, the contractor's right under this agreement to refer to

arbitration shall be deemed to have been forfeited and the Bank shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor (s) within two days of posting of the letter by the Bank or when delivered by hand immediately after receipt thereof by the contractor(s) whichever is earlier. Further, a letter signed by the officials of the Bank that the letter was so posted to the contractor(s) shall be conclusive.

The Successful Bidder(s) shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue, at the sole discretion of IDBI Bank, to render the service(s) in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section shall survive the Contract.

18. **Security Deposit**

EMD of Successful Bidder(s) (L1) will be adjusted towards Security Deposit. The amount of Security Deposit to be made will be worked out at @15% of the annual contract value till completion of contract period (3 years) and shall have validity till completion of contract or (and) they can also furnish Bank Guarantee for the said amount together, which shall be acceptable to Bank and shall have validity till completion of contract period (i.e. 3 years plus 90 days). In case the Successful Bidder(s) fails to complete the contractual obligations as per the tender or leaves the job half way or does not undertake the jobs at site within stipulated period, the Bank shall forfeit the Security Deposit. The Security Deposit collected by Bank shall not carry any interest. Also, in case of damage or loss to any article or equipment of furniture and fixture on account of negligence other than normal wear and tear or loss incurred by the Bank by any other reason, the Bank shall recover commensurate amount out of the security deposit to recover the loss sustained.

19. **'NO CLAIM' Certificate**

The Successful Bidder(s) shall not be entitled to make any claim, whatsoever, against the Bank, under or by virtue of or arising out of, the Contract, nor shall the Bank entertain or consider any such claim, if made by the Successful Bidder(s) after he has signed a 'No Claim' Certificate in favour of the Bank in such forms as shall be required by the Bank after the delivery/ performance of service(s) are finally accepted.

20. **Governing Law**

The Contract and any non-contractual obligations arising out of or in connection with the Contract shall be governed by the laws of Republic of

India.

21. **Jurisdiction of Courts**

The courts at Kolkata, West Bengal shall have exclusive jurisdiction to determine any proceeding/s in relation to the Contract/this Tender.

22. **Indemnity**

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

23. **Integrity Pact**

IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit **duly executed & adequately stamped** pre-contract Integrity Pact in line with Point IX as a pre-requisite condition while submitting the bid.

V. FORMAT OF AGREEMENT

THIS AGREEMENT made at on ___ day of _____, _____ BETWEEN **IDBI Bank Limited**, a Bank registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of Companies Act, 2013, bearing CIN- L65190MH2004GOI148838 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 – 400005 and **having its office at IDBI Bank Ltd**, in the State of (hereinafter referred to as "the Bank or " IDBI Bank"), which expression shall, unless repugnant to the context, mean and include its successors and assigns, of the One Part and

M/s. _____, _____, (hereinafter called "Outsourcing Vendor") which expression shall unless repugnant to the context or to the meaning thereof be deemed to include their heirs, executors, administrators, successors and permitted assigns) of the OTHER PART.

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

WHEREAS IDBI Bank vide its RFP No dated (Tender) had invited Bids from the eligible Bidder(s) for providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc Services in Currency Chest at Kolkata

WHEREAS the Outsourcing Vendor has approached the Bank and expressed and represented that they are having expertise in undertaking job contract for performing the job of providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc Services in Currency Chest hereinafter referred as "Said Job/the services(s)".

AND WHEREAS the Bank relying upon the representations and warranties made by the Outsourcing Vendor has accepted its Bid for rendering the Said Job/the service(s), which requires specialized and incidental services, which can be provided by an expert like the Outsourcing Vendor for the sum of Rs. [•] (*Contract Price in Words and Figures*) (hereinafter called "**the Contract Price**") and awarded the Contract of providing Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping etc Services **at Currency Chest Kolkata office building of IDBI Bank Ltd,)** on the terms and conditions of RFP/Tender dated and also the terms and conditions hereinafter appearing.

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

In this Agreement words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender.

Signature of the Bidder

The Tender together with all Annexure, Schedules and Forms of Tender amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of these presents and the term and conditions stipulated therein shall be deemed to have been incorporated in this Agreement and read as part of this Agreement.

In consideration of the payment of the Contract Price in accordance and subject to terms and conditions contained in Tender by the Bank to the Outsourcing Vendor, the Outsourcing Vendor hereby agrees and covenants with IDBI Bank to provide/render/deliver Said Job/the service(s) and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the Contract.

The Bank hereby agrees and covenants to pay the Outsourcing Vendor in consideration of the Job/service(s) and the remedying of defects, if any therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

It is hereby agreed by and between the parties as under:-

1. The Outsourcing Vendor agrees & undertakes to carry on all the jobs/services as per Annexure 'A'.

The Outsourcing Vendor at all times will ensure the following:

- a) The personnel deputed at the work premises have adequate knowledge and experiences of the work involved, and are punctual and disciplined in all manners.
- b) The person deputed by the Outsourcing Vendor should not suffer from any infectious disease and should be able-bodied person.
- c) Replacement of personnel.
- d) Adequate provision of reliever.
- e) All personnel while on duty carry identity card provided by the Outsourcing Vendor.
- f) Compliance of all the Laws, Rules and Regulations applicable.
- g) Obtaining of permission/s or License from Competent Authorities, if and wherever applicable.
- h) Implementation of various functions listed under the title 'Scope of Services' with proper supervision.

- i) To permit the Bank to hold or deduct the amount from bill for non-performance or part performance or failure to discharge obligations under this Agreement.
- j) Peaceful removal of personnel on expiry of contract with the Bank or on termination of the Contract and handing over the charge.
- k) To ensure that all his personnel report for duty only in full uniform.
- l) To ensure that none of his personnel report for duty in drunken state or consume drugs, prohibited substances, smoke, etc., while on duty.
- m) To ensure that his personnel are courteous towards staff and officers of the Bank, its Customers, visitors and guests at all times.

Numerical Strength of Personnel: The number of personnel to be deputed by the Outsourcing Vendor at CC, Kolkata and their minimum hours of work, days of work and shift schedule will be solely decided by the Outsourcing Vendor . However the Outsourcing Vendor shall ensure that at all times sufficient number are available for duty in the Bank's premises.

2. For carrying out the said jobs the Outsourcing Vendor will be paid by the Bank charges, the details of which are as shown in Annexure 'B'. The Outsourcing Vendor will submit his bill/ invoice within 2 days of the succeeding month in which the said services are rendered and the Bank will make the payment to the Outsourcing Vendor within 5 working days so as to ensure that the workmen of the Outsourcing Vendor are paid on the 7th of the succeeding month.
3. Outsourcing Vendor shall ensure that requisite Licenses and Registrations under the Contract Labour (Regulation & Abolition) Act, 1970 (CLRA) have been complied in case of deployment of their personnel for providing the Services. Further, it shall be the obligation of the Outsourcing Vendor to ensure that wages / salaries, as prescribed under CLRA from time to time (Central government or respective State government minimum wages whichever is higher) , shall be paid by the Outsourcing Vendor and Registers / Records evidencing the said payment have to be maintained at appropriate office / place as prescribed under CLRA. It may be mentioned that the Bank shall not be held responsible for violation of any provisions of the CLRA and loss / damage / expense, in any manner, occur to the Bank in this regard shall be reimbursed to the Bank and shall be indemnified by Outsourcing Vendor. The outsourcing vendor shall also provide compliance certificate every month and No Due Certificate at the time of completion of contract.

4. In order to induce IDBI Bank to enter into the Contract, the Outsourcing Vendor hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

(a)The Outsourcing Vendor is a duly organized and validly existing under the laws of India and is in good standing under the laws of the Outsourcing Vendor's business and the Outsourcing Vendor has full authority to enter into this Agreement and to execute, deliver and perform all of its obligations hereunder according to the terms hereof.

(b)The Outsourcing Vendor has the expertise, resources, infrastructure, and qualified manpower to provide the Services and hereby warrants that it shall provide the Services meeting the highest quality standards as specified by the Bank from time to time.

(c)The Outsourcing Vendor has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the Services and hereby represents and warrants that all Services provided hereunder shall at all times strictly conform to the requirements of this Agreement as set out herein.

(d)The Outsourcing Vendor warrants that all Services provided hereunder shall conform to the requirements of this Agreement and the Outsourcing Vendor shall at all-time adhere to good industry practices.

(e)The Outsourcing Vendor warrants that it has obtained all applicable permissions, licenses, permits and consents required to provide the Services and the same are valid and subsisting that the Services shall be provided in compliance with all Applicable Laws and the provision of the Services shall not result in the breach of any Applicable Laws.

(f)That the Outsourcing Vendor shall procure all the necessary permissions and requisite authorities approvals, consents, no objections and licenses for providing the Services and shall keep IDBI Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

(g)There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Outsourcing Vendor, or to the best of the Outsourcing Vendor's knowledge, threatened and/or pending against or affecting the Outsourcing Vendor / its Personnel or the properties/assets/revenues of the Outsourcing Vendor and no material unfair labour practice complaint is pending or, to the best knowledge of the Outsourcing Vendor threatened and/or pending against the Outsourcing Vendor, before any Governmental authority or Court or Tribunal.

(h)The Outsourcing Vendor has not been blacklisted or de-empanelled or debarred from providing the Services by any bank or financial institution or government or any statutory authority or regulatory authority or any other institution & the Outsourcing Vendor is solvent.

(i)That the execution of the Service(s) herein is and shall be strictly in accordance and in compliance with all applicable laws, as amended from time to time, the regulatory framework governing the same and the good industry practice.

(j)That there are – (i) no legal proceedings pending or threatened against Outsourcing Vendor including winding up or insolvency proceedings or its team which adversely affect/may affect performance under this Agreement; and (ii) no inquiries or investigations have been threatened, commenced or pending against the Outsourcing Vendor or its team members by any statutory or regulatory or investigative agencies.

(k)That neither the execution and delivery by the Outsourcing Vendor of this Agreement nor the Outsourcing Vendor compliance with or performance of the terms and provisions of this Agreement (i) will contravene any provision of any applicable laws or any order, writ, injunction or decree of any court or governmental authority binding on the Outsourcing Vendor (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions, provisions or stipulations of, or constitute a default under any agreement, contract or instrument to which the Outsourcing Vendor 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 Constitutional Documents (if applicable) of the Outsourcing Vendor.

5. The Outsourcing Vendor shall indemnify the Bank from all liabilities arising out of any payment made by the Bank to Government (Central/State, Semi-Government) statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of his employees or in respect of any claims made by the Outsourcing Vendor's employees against the Bank. The Outsourcing Vendor shall also indemnify the Bank from all liabilities arising out of poor/unsatisfactory performance of its employees.
6. It is clearly understood that the Outsourcing Vendor's employees shall not have any employee-employer or master-servant relationship with the Bank.
7. The Outsourcing Vendor shall be responsible for all acts done by the Workmen / Employee engaged by him and for maintenance of proper discipline by his workmen / employee at the premises of the Bank. The Outsourcing Vendor shall also be responsible for maintenance or proper records as required under the provisions of various Labour Laws applicable to the Outsourcing Vendor and contract employees.

8. If in the opinion of IDBI Bank, acting reasonably, the Services have not been performed to the standards as described in this Agreement, IDBI Bank shall have the option to require the Outsourcing Vendor to expeditiously correct any deficiencies in the Services at no cost to IDBI Bank. Deficiencies in Services shall be determined by reviewing the quality and timeliness of the Services. The Outsourcing Vendor shall furnish personnel with the skills and experience appropriate to satisfy with the requirements of this Agreement. The Outsourcing Vendor's Personnel provided under this Agreement shall possess, in the aggregate, a range of skills that would permit individual Outsourcing Vendor's Personnel to perform job / assignment and provide the Services at operating levels as contemplated under the Agreement.
9. The Outsourcing Vendor acknowledges that nothing herein shall give rise to any obligations on the part of IDBI Bank towards the Outsourcing Vendor Personnel, and the Outsourcing Vendor alone shall remain responsible for the Outsourcing Vendor Personnel.
10. The Outsourcing Vendor shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that its personnel are aware of the code of conduct governing the services including the Services and resultant disciplinary action in case of breach of code of conduct by them during the course of their engagement for provision of Services contemplated herein.
11. The Outsourcing Vendor shall not deploy persons who are unsuitable, incompetent and dishonest or non co-operative in Bank's premises for the said services.
12. All employees/personnel, executives engaged by the Outsourcing Vendor shall be in sole employment of the Outsourcing Vendor and the Outsourcing Vendor shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall IDBI Bank be liable for any payment or claim or compensation of any nature to the employees and personnel of the Outsourcing Vendor. The Outsourcing Vendor shall furnish such records and information as may be required by IDBI Bank in relation to the above and at such periodicity as may be specified by IDBI Bank. The Outsourcing Vendor agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to payment of minimum wages, bonus, gratuity and all other statutory or non-statutory payments which may be applicable from time to time to the employees engaged by the Outsourcing Vendor shall be principally with the Outsourcing Vendor and the Outsourcing Vendor shall also be liable for payment to the employees engaged by him any revision in aforesaid laws affected by appropriate Government and liability and duty of IDBI Bank shall be limited only to the extent of reimbursement of the bills properly raised/payment of fees and not otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IDBI Bank on account of breach by the Outsourcing

Vendor of the provisions of this clause, the Outsourcing Vendor shall forthwith reimburse the same to IDBI Bank without any demur or protest whatsoever. The Outsourcing Vendor hereby indemnifies IDBI Bank against any harm or cost or claim incurred or suffered by IDBI Bank due to breach of the Outsourcing Vendor in terms of the obligations herein.

13. The Outsourcing Vendor will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 10 days of the statutory time limit allowed under the respective Acts. The Outsourcing Vendor shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, duties, fines and penalties (including without limitation GST, if any) by whatever name called, as may become due and payable in relation to the Services.
14. The Outsourcing Vendor shall also be responsible for compliance of all laws with respect to the performance of Services under this Agreement. The Outsourcing Vendor shall be responsible for all acts done by the Outsourcing Vendor's Personnel engaged by him and for maintenance of proper discipline by his personnel at the premises/establishments of IDBI Bank. The Outsourcing Vendor shall also be responsible for maintenance of proper records as required under the provisions of various Labour Laws applicable to the Outsourcing Vendor and contract employees. The Outsourcing Vendor shall cause each of the Personnel to devote full time and effort, for the Term for performing the Services.
15. The Outsourcing Vendor shall take insurance for its staff to be deployed with bank and shall keep the same valid and renewed for the entire tenure of the agreement. IDBI Bank shall have no liability whatsoever for any loss or injury to any individual assigned to perform the Services under this Agreement or otherwise, while on IDBI Bank's premises or anywhere else as a result of malfunction of any equipment or otherwise howsoever. The Outsourcing Vendor will be solely liable for the aforesaid. The Outsourcing Vendor undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its authorities.
16. Further, the Outsourcing Vendor shall put in place a business continuity plan and/or contingency plan for the purposes of ensuring continued rendering of Services undertaken by the Outsourcing Vendor to the IDBI Bank. The Outsourcing Vendor agrees to furnish the business continuity plan and/or contingency plan to IDBI Bank within a period of 07 days from signing of this Agreement and the Outsourcing Vendor also agrees to make necessary changes, if any, to the business continuity plan or contingency plan as per instructions / directions given by the Bank after examination of the plan

submitted by the Outsourcing Vendor. The Outsourcing Vendor shall maintain at its own expense during the Term, adequate insurance coverage including but not restricted to, comprehensive general commercial liability insurance coverage, medical insurance coverage, insurance coverage against physical loss or damage to the Outsourcing Vendor's Personnel and property, fidelity insurance protecting against employees dishonesty, theft, robbery, forgery, altered documents and/or other dishonest acts and any other insurance as required by Applicable Laws and shall ensure that all such insurance policies remain in force and effect during the term/period of the Services by the Outsourcing Vendor. Copy of such insurance policy shall be submitted to this office every year as and when such insurance policies is taken or renewed by the Outsourcing Vendor.

17. In the event, any damage is caused to the movable or immovable property of the Bank or its client or to the property of the employees of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill/s of the Outsourcing Vendor or from the amount payable to the Outsourcing Vendor by the Bank and the remaining amount, if any, by way of civil damages.
18. The Outsourcing Vendor agrees and covenants not to use the Trademark and/or trade name of the Bank or letterheads of neither the Bank nor the Outsourcing Vendor will hold himself as an agent of the Bank. The relationship between the Outsourcing Vendor and the Bank being a principal to principal basis.
19. The Outsourcing Vendor shall not use the Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other Company or person and no tenancy shall be created by the presence of his workmen / employee on the Bank's premises
20. The Contract is valid for a period of 2 (Years) years commencing from _____ or such period as intimated to the Outsourcing Vendor at least 15 days in advance and thereafter it will come to an end by efflux of time unless it is renewed in writing by the parties for a further period of one year. The above period can be extended on mutually agreed terms.
21. During the above period of Contract, either party shall have the right to terminate this agreement as under:
 - i. By Outsourcing Vendor: by giving to the Bank 90 days prior notice in writing
 - ii. By Bank: by giving the Outsourcing Vendor 30 days' notice in writing.
 - iii. The Bank may terminate the Contract without assigning any reason whatsoever in the following instances:

- a) Failure by the Outsourcing Vendor to meet deadlines for performance of services or failing to meet the standards required by the Bank in the performing of services.
 - b) Insolvency or bankruptcy of the Outsourcing Vendor.
 - c) Change of ownership of the business of the Outsourcing Vendor
 - d) Breach of any of the terms/ conditions of the tender documents and this agreement.
 - e) If the Outsourcing Vendor fails or refuses to perform the services in the manner and / or within the time frames agreed in this behalf or abandons the services or any part thereof; or
 - f) If the Outsourcing Vendor fails to start the required services to the satisfaction of IDBI Bank; or
 - g) If the Outsourcing Vendor fails to provide adequate assurance of the Outsourcing Vendor ability to meet the time frames of an assignment forming part of the services; or
 - h) If the Outsourcing Vendor fails to correct defects and deficiencies in any services in a timely manner; or
 - i) If any of the representations or warranties provided by the Outsourcing Vendor are found to be false or incorrect; or
 - j) If a petition for insolvency, winding up or dissolution is filed against the Outsourcing Vendor or any court receiver is appointed as receiver of all or any of the properties / assets of the Outsourcing Vendor; or
 - k) If the Outsourcing Vendor, intentionally or unintentionally, disregards or violates any applicable Laws or conditions of any applicable permits; or
 - l) If any proceedings civil or criminal, litigations civil or criminal is initiated or filed against the Outsourcing Vendor or any of their directors/partner; or
 - m) If in the opinion of IDBI Bank the interest of IDBI Bank are jeopardized in any manner whatsoever ; or
 - n) If in the opinion of IDBI Bank it is expedient in the public interest or interest of IDBI Bank are to terminate this Agreement.
- 22.** On termination and / or determination of this agreement, as aforesaid, the Outsourcing Vendor shall forthwith withdraw/remove himself and his employees

23. In case of termination the Outsourcing Vendor shall not be entitled to any benefits under this Agreement but would continue to be liable towards any antecedent liability, all obligations accrued before the date of termination and also for the obligations that must be fulfilled after termination.
24. Outsourcing Vendor will not cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the Bank.
25. The Outsourcing Vendor guarantees that he / she is competent to carry out the services which he/she has undertaken in this contract. Any material misrepresentation shall lead to summary termination of this agreement.
26. The Outsourcing Vendor acknowledges that during the relationship with the Bank, the Outsourcing Vendor may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of the Bank.
27. The Outsourcing Vendor consequently agrees that during the period of performing services and subsequent thereto, the Outsourcing Vendor will not disclose to others or make use of directly or indirectly, any confidential information of the Bank or confidential information of a client of the Bank or of others who have disclosed it to the Bank under conditions of confidentiality, unless for a purpose authorized by the Bank. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Outsourcing Vendor is to obtain a ruling in writing from the Bank and is to abide by it.
28. The Outsourcing Vendor shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He / she further undertakes to notify the Bank immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Bank in regaining of such material and mitigating the loss to the Bank there from.
29. For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.
30. **Inspection/ Audit**
 - (a) The Bank shall at all reasonable times have access to any site where the Outsourcing Vendor are performing any of the said Job/the Service(s) and such person shall have the right to inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.

(b) The Outsourcing Vendor shall be required to keep complete and accurate records of all the operations and expenses in connection with the said Job/the service(s) provided to the Bank. All such records shall be kept on file by the Outsourcing Vendor for a minimum period of 3 (three) years from the date of the transaction. However the Bank may consider taking over the records from the Vendor from time to time at its sole discretion.

(c) The Outsourcing Vendor shall, co-operate with the Bank's, internal or external auditor to assure a prompt and accurate audit. The Outsourcing Vendor shall also co-operate in good faith with the Bank to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Bank's audit report. Such audits or reviews will be at the expenses of the Bank. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Outsourcing Vendor shall be bound and liable to reimburse to the Bank such discrepancies or overcharges and for the cost of the audit. Further in case of discrepancies, duplicate payment or overcharges being discovered, the cost of audit will also be recoverable from the Outsourcing Vendor.

31. Compliance with RBI and other Regulatory requirements

The Bank / Outsourcing Vendor shall individually obtain the necessary regulatory and statutory approvals from the RBI or other regulatory/statutory bodies, if any required, for said Job/the service(s). Any demand for information regarding any of the matters to the extent mutually agreeable under this Agreement called for by the RBI or any other regulatory body shall be promptly responded to by the concerned Party. The Outsourcing Vendor undertakes to comply all the statutory and regulatory requirements under the Applicable Laws in connection with said Job/the service(s) including Labour and Industrial Laws. All RBI guidelines on outsourcing shall ipso-facto form integral part of this Agreement and should be read as forming part of this Agreement and the Agreement will stand amended to be in conformity with RBI guidelines or guidelines applicable issued by any other Regulator.

32. Statutory Requirements and Right of inspection by RBI

(a) The Agreement will be executed by abiding laws and the directive, instructions, guidelines issued by the Regulators (including RBI) and competent authority from time to time. During the tenure of the Agreement nothing shall be done by the Outsourcing Vendor 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 the Bank, its directors, officers, employees, representatives, agents and consultants indemnified in this regard.

(b) During the tenure of the Agreement, Reserve Bank of India (RBI) or one or more of its officers or any person authorized by it shall have the right to inspect

the books and account of the Outsourcing Vendor including but not limited to the documents provided by the Bank, record of transactions, and other necessary information given to, stored or processed by the Outsourcing Vendor within a reasonable time. The Outsourcing Vendor shall preserve the information, documents and records in accordance with the legal, statutory, regulatory obligations as per applicable laws.

(c) The Outsourcing Vendor shall ensure that it has a contingency plan in place for its business continuity by having a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The same shall be periodically tested by the Outsourcing Vendor. The Bank may also consider occasional joint testing and recovery exercise with the Outsourcing Vendor.

33. The Outsourcing Vendor shall not employ the services of any sub-contractor directly or indirectly.
34. The Outsourcing Vendor shall be liable to pay monetary penalties to IDBI Bank for delayed services, deficient services, or inadequate services or interruption in the services. It is agreed that IDBI Bank will have sole discretion to decide the quantum of penalty. This clause will survive the expiration, cancellation or termination of this Agreement. Further, IDBI Bank shall have the right to recover the amount of penalty from the monthly bill payments. .
35. IDBI Bank may deduct or retain out of any monies, which may be due or become due to the Outsourcing Vendor hereunder or otherwise, any amounts owed by the Outsourcing Vendor to IDBI Bank hereunder or otherwise for non-compliance of terms of contract.
36. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Kolkata. The Outsourcing Vendor hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard to payment of stamp duty, registration charges and any other costs and expenses shall solely rest upon the Outsourcing Vendor and the Outsourcing Vendor shall be liable to pay the same.
37. No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both parties. Outsourcing Vendor further agrees that it shall execute with IDBI Bank any document in the form and manner satisfactory to the IDBI Bank for the purpose of amending this Agreement pursuant to and in conformity with RBI guidelines/ directions or guidelines/directions issued by any other regulatory body from time to time.

38. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
39. Any provisions of this Agreement which, either expressly or by implication, survive the termination or expiration of this Agreement, shall be complied with by the Parties in the same manner as if the present Agreement is valid and in force.

40. Dispute resolution

The Bank and the Outsourcing Vendor shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract in the following manner:

(a) The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within [30] (Thirty) days of receipt of the notice.

(b) The matter will be referred for negotiation between Deputy Zonal Head IDBI Bank Ltd., or any other officer of IDBI Bank designated by him/her and authorized representative of the Outsourcing Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of [90] (Ninety) days.

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

The Outsourcing Vendor shall not be entitled to suspend the service(s) or the completion of the job, pending resolution of any disputes between the Parties and shall continue, at the sole discretion of IDBI Bank, to render the service(s) in

accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section shall survive the Contract.

ADDRESS FOR THE PURPOSE OF SERVICE:- All communications between the Bank and Outsourcing Vendor shall be deemed to have effectively served if addressed to the following Address:

ADDRESS OF BANK :- _____

ADDRESS OF OUTSOURCING VENDOR :- _____

Any change in the above address of either of the party shall be intimated to the other party in writing within seven days of such change either by Hand Delivery or by Reg. A.D. If no such change is intimated, service at the above address will be deemed as proper service.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS THE DAY AND YEAR ABOVE WRITTEN.

<p>Signed, sealed and delivered by the within named</p> <p>In the Presence of Witness :</p>	<p>FOR IDBI BANK LTD.</p> <p>(_____)</p>
<p>Signed, sealed and delivered by the within named</p> <p>In the Presence of Witness :</p>	<p>FOR _____</p> <p>(_____)</p>

ANNEXURE – A

List of jobs/services to be carried out by the Contractor(s)

Cash counting, recounting, processing, sorting (Hand sorting / Machine Sorting), packing, crating, binning, shrink wrapping and other activities which are incidental to cash operations in Currency Chest.

ANNEXURE – B

Particulars of Contractor(s) charges

Minimum No. of bundles to be processed per month	8400
Rate per bundle per month	To be indicated by Bidder

VI. DEED OF INDEMNITY

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

IN FAVOUR OF IDBI BANK LIMITED, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of Companies Act, 2013, bearing CIN- L65190MH2004GOI148838 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, Mumbai – 400005 and **having its office at IDBI Bank Ltd**,(hereinafter referred to as "IDBI Bank" which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS IDBI Bank vide its RFP No dated (Tender) had invited Bids from the eligible Bidder(s) for assist in Cash Management services in the IDBI Bank's office at

(1) The Obligor has

- (a) offered to IDBI Bank the service(s) as stated under Scope of Work of Tender;
- (b) represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated...../Tender;
- (c) Represented and warranted that the aforesaid services offered to IDBI Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal, environmental or under various labour & industrial laws. 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 IDBI Bank;
- (d) represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such Contract with IDBI Bank;

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

Signature of the Bidder

(3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of IDBI Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to IDBI Bank and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misrepresentation misconduct, omission or negligence or otherwise 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 IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

In consideration of IDBI Bank having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that:-

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted, taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that IDBI 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 terms of Tender / Contract and violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contractual arrangement under the said document ensure that all the permissions, authorisations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

- (4) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier or indemnified.
- (5) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to IDBI Bank).
- (6) This indemnity shall survive the Contract.
- (7) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above.
- (8) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Final judgment against the Obligor in any such action, suitor proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (9) IDBI Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI Bank.

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

Signed and Delivered on behalf of
 _____)
 by the Hand of _____,)
 the authorised official of the Obligor)

Signature of the Bidder

VII. PERFORMANCE BANK GUARANTEE FORMAT

To,

The Deputy General Manager,
IDBI Bank Limited

(Hereinafter referred to as "IDBI BANK / you")

Whereas consequent to your Request For Proposal (RFP) No - Dated you have executed a Contract / Agreement / SLA with / issued a Work Order / Contract No. _____ dated _____ to M/s _____, having its corporate office at _____(hereinafter referred to as "the Contractor") for implementation of end to end stationery management in your Bank.The Contractor has strictly agreed to abide with the terms of Contract and the RFP.

AND Whereas pursuant to the RFP, the Contract, and the other related documents (hereinafter collectively referred to as "**the said documents**", the IDBI Bank has agreed to avail from M/s and M/s has agreed to provide to the Bank services and implementation of end to end service on cash counting, sorting, packing, stacking, movement, and other activities which are incidental to cash operations in Currency Chests and Cash Processing Centers of IDBI Bank , more particularly described in the RFP documents (hereinafter collectively referred to as "**the Service(s)**"), subject to payment of the Contract price, as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Contractor has duly signed the said documents.

AND WHEREAS in terms of the Contract, the Contractor has agreed to provide the Service(s) and to procure an unconditional and irrevocable performance bank guarantee, in favour of IDBI Bank, from a Bank acceptable to the Bank for securing the faithful observance and performance by the Contractor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

AND WHEREAS at the request of the Contractor, we have agreed to guarantee IDBI Bank, payment of Rs. _____(Rupees only) towards faithful observance and performance by the Contractor of the terms of the Contract and the said documents.

Signature of the Bidder

Accordingly, THIS PERFORMANCE BANK GUARANTEE AGREEMENT (Guarantee) executed atthis.....day of 2019 by (name of the Bank)..... having its Registered Office atand its Branch 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 permitted assigns)

IN FAVOUR OF

IDBI Bank Limited, a company registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of the Companies Act, 2013and 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, World Trade Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as "**the Bank/IDBI Bank**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS

IDBI Bank Limited, having its premises at IDBI Bank Limited, (hereinafter called the 'Bank') has invited Request For Proposal (RFP) Bid for implementation of end to end service on cash counting, sorting, packing, stacking, movement, and other activities which are incidental to cash operations in Currency Chests and Cash Processing Centers of IDBI Bank and the successful bidder has to furnish a Performance Bank Guarantee for a sum of Rs.....

2. M/s. _____, our constituent, has requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.....

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (name of the Bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the IDBI Bank Limited, their successors, assigns that in the event of the IDBI Bank Limited coming to the conclusion that the Contractor(.....**pl. mention the name in bracket**) have not adhered to the terms and conditions of the 'IDBI Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the Contractor, we shall on demand by the IDBI Bank Limited, pay without demur to the IDBI Bank Limited, a sum of Rs.....or any lower amount that may be demanded by IDBI Bank Limited. Our guarantee shall be treated as equivalent to the security deposit for the due performance of the obligations of the Contractor under the Contract and the said documents, provided, however, that our liability against such sum shall not exceed the sum of Rs.....
2. We also agree to undertake to and confirm that the sum not exceeding Rs..... as aforesaid shall be paid by us without any demur or protest, merely on demand from the IDBI Bank Limited on receipt of a notice in writing stating the

amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the IDBI Bank Limited shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the IDBI Bank Limited immediately on receipt of the notice as aforesaid.

3. We confirm that our obligation to the IDBI Bank Limited under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the IDBI Bank Limited and the Contractor. This guarantee shall not be revoked by us without prior consent in writing of the IDBI Bank Limited.
4. IDBI Bank shall be the sole judge to decide whether the Contractor has failed to perform and/or observe the terms of the Contract of the said document, and on account of the said failure what amount has become payable by the Contractor to IDBI Bank under this Guarantee. The decision of IDBI Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand IDBI Bank to establish its claim under this Guarantee, but shall pay forthwith, the sums demanded, without any objection, whatsoever.

We hereby further agree that-

- a. Any forbearance or omission on the part of the IDBI Bank Limited in enforcing the conditions of the Contract and said documents or in compliance with any of the terms and conditions stipulated in the said Contract or RFP hereunder or granting of any time or showing of any indulgence by IDBI Bank to the Contractor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations to the satisfaction of IDBI Bank and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.....
- b. Our liability under these presents shall not exceed the sum of Rs.....
- c. This Guarantee shall remain in force up to 42 months from date of its execution mentioned herein above provided that if so desired by IDBI Bank Limited, this Guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- (d) Our liability under these presents / guarantee shall remain in force till _____
- (e) Unless these presents are renewed as provided hereinabove on the _____ or on the day when the Contractor comply with their obligations, as to which a certificate in writing by the IDBI Bank Limited alone is the conclusive proof whichever date is later.
- (f) The liability of the Guarantor under this Guarantee shall not be affected by –

Signature of the Bidder

- a. Insolvency or winding up of the Contractor or absorption, merger, acquisition or amalgamation of the Contractor with any other Company, Corporation or concern; or
- b. Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor; or
- c. any change in the management of the Contractor by takeover of the management of the Contractor by the Central or State Government or by any other authority; or
- d. Any change in the constitution/structure or management of the IDBI Bank Ltd or any dispute between the Contractor and IDBI Bank Ltd.

(g) This Guarantee shall be governed by Indian Laws and the Courts at Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs.....
- (b) This Bank Guarantee shall be valid up to _____ i.e. 42 months from date of execution mentioned herein above
- (c) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before(date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of _____

(The Guarantor)

Authorised official

VIII. Non-Disclosure Agreement

This Non-Disclosure Agreement entered at ___ on the ___ day of ___ 2019 into between IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and (Name of Vendor) of (Please specify the registered office of the Vendor) (Hereinafter called "the Vendor/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, Bank called for the bids for engagement of Bidder for providing Assist in Cash Management services like cash counting, sorting, packing, stacking, movement, and other activities which are incidental to cash operations service for its office at Currency Chest, Kolkata. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services for IDBI Currency Chest, Kolkata has submitted its bid hereafter referred to as the "Services".

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

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

In connection with this Agreement,

"Confidential Information" means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy,

Signature of the Bidder

property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- (a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
 - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the recipient without breach of this Contract;
 - (iii) is the public domain;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

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

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

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

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

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

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

Sign

Name of the signatory

Accepted –

Designation

Company Seal.

For IDBI Bank

Signature of the Bidder

IX . PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ 2022 between

IDBI Bank Ltd., a company within the meaning 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. 65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part AND

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

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

WHEREAS the BIDDER is a private company/public company/ partnership 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.

Signature of the Bidder

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

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 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,

Signature of the Bidder

connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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 so having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or 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

Signature of the Bidder

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 of

Signature of the Bidder

Rs.90000/-as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

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

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

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

6. Sanctions for Violations

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

- 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
- 6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

Signature of the Bidder

- 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation / rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

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

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

7. Fall Clause

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

Signature of the Bidder

IDBI Bank Ltd.	RFP for Note Counting/Sorting etc. Services at Currency Chest, Kolkata	
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referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

Signature of the Bidder

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

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

13. The parties hereby sign this Integrity Pact at _____ on_____.

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

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER)

Office Seal

Office Seal

Name
Designation

Name
Designation

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Signature of the Bidder

X DETAILS OF BIDDER

ANNEXURE-I

A. BASIC INFORMATION ABOUT THE FIRM

1	Name of the firm	
	Address	
	Telephone / Fax no.	
	Name of Contact person	
	Mobile No: of Contact person	
	E-mail ID	
2	Type of Organization (Proprietorships/ Partnership / Ltd. Co. etc.) (Copy of relevant document to be enclosed)	
	Whether registered with Registrar of Companies/Firms, if so, its CIN & date	
	Copies of Certificate of Incorporation, Memorandum of Association, Articles of Association enclosed (Yes / NO)	
	Whether registered with Partnership Act-the Partnership Deed/Whether registered along with all amendments.	
3	Date of incorporation / commencement of business	
4	Name & details of Directors/Partners/ Proprietor	

Signature of the Bidder

5	Experience as Prime contractor (In Years)	
6	Details of offices	
7	Details of Banks / Financial Institutions / Central Govt./Central Autonomous Bodies/ Central Public Sector Undertaking for which your firm is empanelled.	
8	PAN No.	
9	GST Registration No:	
10	Name of your Bankers & Details of A/c Maintained with the Bank	
11	Details of Labour License (Registering Authority, Reg No., Date of Issue, Date of Expiry)	

B. FINANCIAL POSITION & MICELLANEOUS INFORMATION

		2021-2022 (In Lakhs)	2022-2023 (In Lakhs)	2023-2024 (In Lakhs)
1	Annual Turnover			
2	Net Profit			
3	Copy of Audited Financial Statements for past 3 financial years (Enclosed)	YES / NO		
4	Copy of Income Tax returns for the past 3 financial years (Enclosed)	YES / NO		
5	Credit Facilities from the Bank			
a.	Cash Credit			

Signature of the Bidder

b.	Overdraft Limit	
c.	Guarantee	
d.	Others	
6	Copy of Facility Sanction Letter / Letters from the Bank (Enclosed)	YES / NO
7	Have you ever been disqualified / levied penalties in any work contract in the past	YES / NO
8	If YES give details	
9	Details of Civil Suits / Litigations aroused during execution of the contracts in the last 5 years (If any give details)	
10	Name & contact Nos. of the two persons / organizations, preferably Banks / Govt. Organization for whom you have carried out works, who may be directly contacted by the Bank to gather information as about the ability competence and capacity of your firm. (Please provide the names of the contact persons with their phone nos./mobile Nos.)	
11	Details of the works executed by the company/firm during last 3 Financial years (only those works to be mentioned which qualify the eligibility criteria). Copies of satisfactory work experience obtained from the employers to be enclosed	Annexure II to be filled up
12	Registration with Government /Public Sector Undertakings/ Banks	Annexure III to be filled up
13	Organizational set up and trained man power available (Enclose the chart)	Annexure IV to be filled up

14	Details of litigation / arbitration cases resulting from the contracts executed by your company/firm in the past or currently under execution.	Annexure V to be filled up
15	Name, address and contact numbers of at least two organizations for whom similar work done in the past and who are in a position to certify the past performance of your company/firm	Annexure VI to be filled up
17	Any Other information which the applicant/bidder might like to provide, in support of his application/bid	

ANNEXURE-II

LIST OF SERVICE

CONTRACTS EXECUTED DURING LAST 3 YEARS

Sr. No.	Name of the Client	Supervising Authority under whom the work was carried out [Name, Designation contact details]	Work Order Ref No & Date [enclose copies]	Contract Period	Contract Value [Rs. In Cr.]	Copy of work order enclosed? [Yes / No]	Remarks

ANNEXURE-III

Registration with Government /Public Sector Undertakings/ Banks for Carrying out Facility Management Services i.e. Central Labour Commissioner License, PF, ESI, etc.

Sr.No.	Name	Nature of work	Value of work (Amount in Rs.)	Name of the Registration authority and Date of registration

ANNEXURE-V

Details of litigation / arbitration cases resulting from the contracts executed by your company/firm in the past or currently under execution

Year	Award for/ against applicant	Name of Client filing the litigation/case	Cause of litigation/case/arbitration	Disputed amount in Rs.	Actual awarded amount in Rs.

ANNEXURE-VI

Names along with address and telephone numbers of three organizations for whom work done in the recent past and who are in a position to certify the past performance of your company/firm

Sr. No	Name of the employer	Address	Tel. No./Mobile	Fax/E-mail

Declaration:

1. All the above information furnished by me/us here in above is correct to the best of my/our knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me/us as above/in the Annexures.
3. I/we agree that the decision of IDBI Bank Ltd in selection of the Contractors will be final and binding on me/us.
4. I/we have read the instructions appended to the proforma and I/we understand that if any false information is detected/revealed/found at a later date, the empanelment/award of the contract shall be cancelled unilaterally at the sole discretion of the bank without any further notice to me/us.

Signature of the Bidder:
Name and Designation:
Seal of the Firm/Company:

Signature of the Bidder

Place:

Date:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Duly Filled and signed Application form.
2. DD for EMD
3. Copy of Partnership Deed / Registration certificate with Registrar of Companies (If applicable)
4. Copy of Pan Card & Aadhar Card
5. Copy of GST Registration
6. Copies of Audited Financial Statements for the Past 3 financial years.
7. Copies of Income Tax returns submitted for the past 3 financial years.
8. Copies of Credit Facilities Sanction Letters from Bank.
9. License from Labour Commissioner to employ contract labour under the Contract Labour Act.
10. Registration Certificate under Employees Provident Fund Act (challans to be attached).
11. Registration under Employees State Insurance Act, (challans to be attached).
12. Copies of Work Orders & Completion certificates in support of the details given in Annexures (Supporting documents for Pre-qualification)
13. Any other supporting documents.

Signature of the Bidder

Financial Bid Form

SL No	Particulars	Rate	Amount per month
1	Labour Charges for processing 8400 bundles per month		A
2	Service Charges	____%	B
	Total Cost for processing 8400 bundles per month		(A+B)
	Rate per Bundle	(A+B) / 8400	Rs.____/Bundle

GST will be paid extra on the total bill amount

Any processing done over and above 8400 bundles per month will be carried over for 6 months (i.e. till March 31st and September 30th) and the charges for net number of extra bundles processed will be paid extra after end of 6th month.

Signature of the Bidder:

Name and Designation:

Seal of the Firm/Company:

Place:

Date:

XXXXXXXXXXXXXXXXXXXXXXXXXX

Signature of the Bidder