

**Tender towards**

**Supply, Installation, Testing**

**and Commissioning of**

**EPABX System for IDBI**

**Bank's Branches- PAN**

**INDIA**

### Index

SR. NO.	DESCRIPTION	PAGE
1.	Index	2
2.	Tender Notice	3-6
3.	Document Control Sheet	7
4	Disclaimer	8
5	Bidder's details	9
6.	Prequalification Criteria for Selection of Bidders	10-16
7.	Scope of work	17
8.	Submission of Tender	18
9	Instruction For Bidders	19-25
10	General Condition of Contract	26-37
11	Technical Specifications	38-44
12.	Agreement	45-53
13.	Non- Discloser Agreement	54-58
14.	Deed of Indemnity	59-61
15.	Declaration by the bidder	62
16.	Pre Contract Integrity Pact	63-72
17.	Performance Bank Guarantee	73-77
18.	Price / Commercial Bid	78-79

**Tender Notice**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND AMC  
OF EPABX SYSTEMS**

Sealed tenders are invited from pre-qualified vendors for supply, installation, commissioning and AMC of EPABX systems for branches and other offices of IDBI Bank Ltd. located across the country. The details of tentative quantities are given in BOQ. The number of machines required is only indicative and work order will be placed in phases, over the entire contract period or extended period. The work shall be completed within **2 WEEKS** from the date of issue of the work order. **The contract period shall be valid initially for a period of two year from the date of award of the contract. The contract can be extended for further period of one year by mutual consent or otherwise by obtaining fresh price bids from the prequalified bidders after completion of two years. However, the prequalification will be valid for three years.**

The Tender document can be downloaded from the Bank's website [www.idbibank.in](http://www.idbibank.in). The tender shall be submitted in following manner:

1. The Tender documents comprises of the following :
  - i. **Part A** (Technical Bid) - Contents as per index sheet
  - ii. **Part B** (Price Bid) - Contents as per index sheet
2. The Tender documents Part A & Part B must be submitted to **The General Manager (IMD) IDBI Bank Ltd., 14th floor, WTC complex, Mumbai** at the above address on or before the last date of submission i.e. **August 23, 2022** at **15.00 Hrs.**
  - A. The tenderer shall deposit an Earnest Money Deposit (EMD) of **Rs.50,000/- (Rupees Fifty Thousand Only)** in below mentioned account and copy of receipt to be submitted along with technical bid.
    - i. Name of the Bank: **IDBI Bank**
    - ii. Account No: **0126102000001663**
    - iii. IFSC code : **IBKL0000126**
  - B. The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign and execute the contract on acceptance of his

tender. The earnest money deposit, without any interest, will be returned to the tenderer whose tenders are not accepted. The earnest money deposit, without any interest, will be returned to the tenderer whose tender is accepted only after the successful completion of the project.

- C. The vendors who were already submitted the EMD with the Bank are not required to submit the EMD again. The Bank will consider the old EMD.
- D. Micro & Small Enterprises registered with National Small Industrial Corporation (NSIC) and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. In case the bid value exceeds the monetary limit, the Contractor will submit EMD of difference. The tenderer should submit the valid certified copy of NSIC registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.
3. The Tender shall be submitted as per instructions with the name of the work superscripted on the envelopes written prominently and addressed to **The General Manager (IMD), IDBI Bank Ltd., 14th floor, WTC complex, Mumbai**. The full name and postal address of the tenderer shall be written on the bottom left hand corner of the sealed cover. The sealed tenders shall be dropped in the Tender box kept at the address mentioned above.
4. The tenders shall be submitted in the following manner and shall contain details / documents as listed below :
- A. One sealed envelope super scribed ‘Technical Bid – SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF EPABX SYSTEMS containing the following :
- i. A complete set of Tender document (**Part A -Technical Bid**) as issued, duly filled and signed by the tenderer.
  - ii. Proof of earnest money and tender cost deposited separately in IDBI Bank account.

- iii. Tenderers are advised to submit the tenders based strictly as per the conditions of contract and specifications contained in the Tender documents and not to stipulate any deviations.
- B. One sealed envelope super scribed '**Price Bid - SUPPLY, INSTALLATION, TESTING, COMMISSIONING OF EPABX SYSTEMS** Containing the following:
- i. A complete set of the Tender document (**Part B – Price Bid**) as issued, duly filled and signed by the tenderer.
  - ii. **No deviations / conditions shall be stipulated by the contractor in the Commercial bid**
- C. Tenders shall be signed wherever provided for as well as all pages of Tender documents shall be initialed at the lower right hand corner by the tenderer.
- D. Acceptance of the Tender will rest with the Bank, who reserves the right to accept or reject any or all tenders in part or full. Further any tender which does not fulfill any of the prescribed conditions would liable to be rejected.
5. The Tender along with complete detailed information/documents for the work will have to be dropped in the tender box on or before **August 23, 2022 at 15.00 Hrs.** These sealed covers (technical bids) shall be opened in the presence of bidders who wish to be present on the same day at 16.30 Hrs. The date and time of opening the Price - Bid would be intimated separately or the same will be opened on the same day of technical bid opening.
6. Any information furnished by the applicant found to be incorrect at a later stage, the bidder is liable to be barred from tendering / taking up any future work in the Bank. The Bank reserves the right to verify the particulars furnished by the applicant independently. The Bank also reserves the right to reject any or all applications without assigning any reason thereof.
7. **Pre-Bid meeting**: Tender which do not fulfill all or any of the Bank's terms & conditions and/or incomplete in any respect are liable to be rejected. Any

discrepancies, omission, ambiguities in the TENDER format may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. Bank shall not be responsible if any discrepancies, omission, ambiguities in the TENDER format or any doubts are brought to the notice of Bank after pre-bid meeting. Queries may be sent on the e-mail ids: [n.biswas@idbi.co.in](mailto:n.biswas@idbi.co.in), [gatkrushna.mishra@idbi.co.in](mailto:gatkrushna.mishra@idbi.co.in) on or before pre-bid meeting (viz. August 10, 2022 at 5:00 PM). A Pre-Bid meeting has been scheduled on **August 11, 2022 at 11.00 AM** at Bank's Corporate Office, **IDBI Tower (14th Floor), Infrastructure Management Department, WTC Complex, Cuffe Parade, Mumbai – 400005** to enable the Vendors to understand the scope of work and services to be provided. Queries received through email will only be discussed/answered at the time of Pre-Bid meeting. The Bank will not entertain any query raised after pre-bid meeting.

For any clarification the applicants may contact at telephone Nos. :- **022-66194339/ 022-66553371.**

**A. Document Control Sheet**

Name of the Company	IDBI Bank Limited
Date of issue	<b>August 02, 2022</b>
EMD for Supply and Installation of EPABX	<p><b>Rs.50,000/-</b> (Rupees Fifty Thousand Only] to be deposited in the below given account and the receipt of the deposit to be submitted along with the Technical Bid..</p> <ol style="list-style-type: none"> <li>1. Name of the Bank: <b>IDBI Bank Ltd.</b></li> <li>2. Account No: <b>0126102000001663</b></li> <li>3. IFSC code : <b>IBKL0000126</b></li> </ol> <p>In terms of the Govt. of India guidelines on Public Procurement Policy for MSMEs, registered MSEs under the MSME Act, will be exempted from payment of Earnest Money Deposit (EMD) subject to providing proof of document (Copy of MSME Registration Certificate).</p>
Pre Contract Integrity Pact (PCIP)	<p><b>The PCIP agreement should be executed as per the Bank's approved format given in the TENDER on Rs. 500/- stamp paper &amp; shall be submitted along with the technical bid. The price bids of the vendor who fails to submit the signed &amp; sealed agreement will not be considered.</b></p>
Pre-Bid Meeting	<b>August 11, 2022 at 11:00 AM</b>
Last Date and Time for submission of Bids	<b>August 23, 2022 at 3.00 PM</b>
Schedule for Opening of Technical Bids	<b>August 23, 2022 at 4.30 PM</b>
Place of Opening of Bids	<p><b>IDBI Bank Limited,</b> IDBI Tower, 14th floor, IMD, WTC Complex, Cuffe Parade, Mumbai 400005.</p>
Address for Communication	As given above

## Note:

1. This bid document is the property of IDBI Bank & is not transferable.
2. This bid document has **79** pages.

### A. Disclaimer

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

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

The information contained in the document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Bank.

IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. IDBI Bank reserves the right to reject any or all the responses to the tender documents / the bids received in response to this tender document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such rejection.. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process



**B. Bidder's details**

<b>A. NAME OF BIDDER</b> (hereinafter referred to as “Bidder”, which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include their respective legal heirs, successors in title, executors, administrators and permitted assigns)	
<b>B. ADDRESS</b>	
<b>C. TELEPHONE</b>	
<b>D. MOBILE</b>	
<b>E. FAX</b>	
<b>F. EMAIL</b>	
<b>G. LAST DATE AND TIME OF SUBMISSION OF THE BID</b>	<b>August 23, 2022 up to 15.00 Hrs</b>
<b>F. BID No.</b>	

**C. Pre-qualification of Bidders for supply and installation of EPABX Systems**

IDBI Bank Limited invites applications in the prescribed format for pre-qualification of bidders for supply and installation of Electronic Private Automatic Branch Exchange (EPABX) for its new branches / old branches/ relocated branches/ renovated branches / other offices at various locations PAN-India. Bidders fulfilling the following criteria shall only be eligible for pre-qualification:

- 1) The Original Equipment Manufacturers (OEM) or their duly authorized representatives in India would be eligible for Pre-Qualifications. (Manufacturer's Authorization letter to be enclosed).
- 2) The Bidder should have been in the business of Supply, Installation, Testing and Commissioning of EPABX Business' at least for last seven years in India as on July 31, 2022 (Proof of date of incorporation / work order copy should be enclosed to verify the same).
- 3) The Bidder shall have a minimum annual turnover (Sales) of Rs.25 Lakh during each of the past three years as on March 31, 2021. (CA certificate/ P & L account statement/Balance sheet to be given).
- 4) The Bidder should be a profit making firm/company in India during the last 3 financial years ending March 31, 2021. (CA certificate/ P & L account statement/Balance sheet to be given).
- 5) The Bidder should have successfully supplied & installed EPABX to RBI/ Public Sector Banks/ Private Sector Banks/ Central Govt. / Central Autonomous Bodies/ Other PSUs/Financial Institutions / Large Corporates during last 03 years ending July 31, 2022 as per the following:
  - a.) 60 EPABX during any one year of the last completed three years ending 31/07/2022
  - or
  - b.) 35 EPABX during any two years of the last completed three years ending 31/07/2022
  - or
  - c.) 28 EPABX during each year of the last completed three years ending 31/07/2022.(Work order copies, installation report & satisfactory certificate should be enclosed.)
- 6) The Bidder should have supplied & installed EPABX with at least two Public Sector Banks/Private Sector Banks / Central Govt. /Central Autonomous Bodies/ RBI / Other PSUs/Financial Institutions/ Large Corporates as on July 31, 2022 (Copy of LOI/WO/ Contract letter/ MOU should be enclosed).

- 7) The Bidder should have exclusive support infrastructure for maintenance of EPABX through their competent engineers. The applicant should have minimum 20 offices/ service set ups/network spread across India for such support manned by its own staff. (Declaration with list of service set ups/network to be submitted).
- 8) The applicant should be at least ISO 9001:2000 Certified company (Proof to be submitted).
- 9). The Original Equipment Manufacturer (OEM) or their duly authorized representatives must not have been disqualified / blacklisted by RBI, any Public Sector Banks/Private Sector Banks / Central Govt. / Central Autonomous Bodies/ Other PSUs/Financial Institutions/ Large Corporates in last 7 years ending July 31, 2022 and shall their name be not figured in the IBA caution/negative list (Declaration to be submitted). An undertaking stating above has to be given by the original equipment manufacturer on their letter head as per **Annexure -IV**. The requisite documents evidencing the above should be furnished.

ANNEXURE - IPre-qualification of Bidders for supply and installation of EPABX SystemsAPPLICATION FORM

The following details must be furnished along with the necessary supporting documents wherever required:

Sl. No.	Item	Details
1.	Name & Address of the firm	
2.	PAN No:	
3.	GST No:	
4.	Type of organization & year of incorporation.	
5.	Correspondence address with contact details of the bidder (all future communication will be addressed)	
A.	Name of the person to be contacted	
B.	Designation	
C.	Contact Nos : Office/Mobile	
D.	Email Id	
7.	Manufacturer or authorized dealer (proof to be submitted)	
8.	Year of establishment (proof to be submitted)	
9.	Turnover of the company. Please provide the details for the last 3 years (copy of audited balance sheet / auditor's certificate to be enclosed)	
A.	FY 2018-19	
B.	FY 2019-20	
C.	FY 2020-21	
10.	Whether Annexure-II & III filled up with full particulars	Yes/No (if no, please fill the same otherwise your application will not be considered)
11.	Other information's applicant might like to give in support of the application	

Signature of the authorized person & company seal

Date:

**ANNEXURE-II****Pre-qualification of Bidders for supply and installation of EPABX Systems**

**LIST OF EPABX INSTALLATIONS OF COMPLETED DURING LAST 3 YEARS FOR  
RBI/ Public Sector Banks/ Private Sector Banks/ Central Govt. / Central Autonomous  
Bodies/ Other PSUs/Financial Institutions / Large Corporates:**

Sl.No.	Client	Location of the Installation	Description of EPABX Systems	Work order Ref. No. & Date	Contract Amount	Remarks

## Note:

1. Copy of the work order and performance certificate should be enclosed for each work.
2. Please attach additional sheets, if required.

**Signature of the authorized person & company seal.**

IDBI Bank Ltd.

**Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System**



**ANNEXURE-III**

**Declaration by the Applicant**

Ref No:

Date:

The General Manager (FIMD)  
IDBI Bank Ltd.  
Corporate Centre  
14th floor, IDBI Tower, WTC Complex  
Cufe Parade, Mumbai-5

Dear Sir,

**Pre-qualification of Bidders for supply and installation of EPABX Systems**

I/We have read and understood the press notice and the notification in Banks web-site for Pre-qualification and instructions to the Applicants. I/We do hereby declare that the information furnished by me/us is correct to the best of my / our knowledge and belief. I/We do hereby also declare that our firm has not been blacklisted by any public sector organizations.

Yours faithfully,

Signature:  
Name:  
Designation:  
Address:  
Office seal/stamp

IDBI Bank Ltd.

Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System



**ANNEXURE-IV**

(On letterhead of the Company/Firm)

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s.....having registered office at..... has not been disqualified by RBI or any Public Sector Bank or blacklisted during the last **seven** years for failure to adhere to prescribed standards for supply and installation of EPABX on account of default in execution of orders for the above work or any of their rules in general.

Date:  
faithfully,

Yours

Place:

(Signature of the authorized person with office seal of their  
Company)

IDBI Bank Ltd.

Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System



ANNEXURE-V

**MANUFACTURE'S AUTHORIZATION FORM**

(On Manufacturer letter head)

No. ....

Dated : / /2022

The General Manager  
IDBI BANK LTD,  
IDBI Tower,  
Cuffe Parade,  
Mumbai

Dear Sir,

Supply, installation and commissioning of EPABX to be supplied to various Branches/  
Currency Chests of IDBI Bank on Pan India.

We \_\_\_\_\_ who are established and reputed  
manufactures of EPABX having manufacturing facility at .....and ..... do hereby  
authorize M/s. ....(Name and address of Agents) to submit a bid, and sign the contract  
with you for the goods manufactured by us against the above TENDER.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods  
and services offered for supply by the above firm against this TENDER.

Yours faithfully,

(NAME)

(Name of Manufacturers)

Note : This letter of authority should be on the letterhead of the manufacturer and should be  
signed by a person competent and having the power of attorney to bind the manufacturer. It  
should be included by the Bidder in its bid.



**D. Scope of work:**

1. Supply, Installation, Testing and Commissioning of EPABX systems including instruments and software as desired at IDBI Branches PAN India.
2. Laying of cable/wires from EPABX to Krone box (distribution MDF). Cost of suitable cable connecting krone box to EPABX shall be included in the offer.
3. Termination of Direct lines and connectivity on EPABX (End to End).
4. Programming / Configuration of all the instruments.
5. Tagging of the MDF points.
6. Configuring of the equipment as suggested by the branch representative.
7. MDF layout to be pasted in the MDF unit.
8. Operational training to the branch staff for the various system features.

E. Submission of Tender

To  
The General Manager (IMD)  
IDBI BANK LTD.,  
Infrastructure Management Department,  
IDBI Tower, WTC Complex,  
Cuffe Parade, Mumbai – 400005  
Sir,

1. We have carefully examined all the Tender Documents for Supply, Installation, Testing, Commissioning and AMC of EPABX Systems at locations to be specified by IDBI Bank Ltd. (IDBI) and all the conditions stated in the Instructions to Tenderers, General Conditions of Contract, Technical Specifications, Time Schedules of Completion etc. as detailed in the Tender Documents.
2. We enclose receipt of EMD deposited towards earnest money and tender cost for participating in the Bid. We hereby accept and shall comply all the terms & conditions of the Bid Document.
3. The Tender shall be valid for acceptance for a period of 90 days and the prices shall remain valid initially for a period of two years from the date of award of the contract. We are also aware that IDBI will place the order for supply of machines as per the requirement arising during the validity period. We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason thereof.
4. In the event of this tender having accepted, I/We agree to enter into agreement required by IDBI. I/We do hereby bind myself/our self to forfeit the above said deposit of Rs.50,000 /- in the event of our refusal or delay in signing the contract agreement.

Dated this \_\_\_\_\_ day of August, 2022.

For and on behalf of

\_\_\_\_\_  
(With seal)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_ DULY AUTHORISED SIGNATORY

Encl.: As above

**F. Instructions for Bidders**

1. Before filing Bid Documents and making applications in this regard, the Bidders should carefully examine the Bid Documents. Bid shall be deemed to have been submitted after careful study and examination of this Tender document with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this Tender document.
2. Failure to furnish all information required by this Tender document or submission of a Bid not responsive to this Tender document, in every respect, will be at the Bidder's risk and may result in rejection of the Bid and for which IDBI Bank shall not be responsible.
3. The bid shall be signed / executed along with Form of Bid by a person or persons duly authorized by the Bidder with signature duly attested and in the manner as specified in the instructions with the signature witnessed. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed and supported by relevant resolutions / other corporate authorizations or be signed by the constituted attorney supported by the power of attorney and / or any other corporate authorization. In case of a consortium, the Bid shall be signed by the officer(s) so authorized by each consortium member and the Bid shall be affixed with the common seal of each member of the consortium and supported by relevant resolutions / other corporate authorizations and / or be signed by the constituted attorney of each member of the consortium supported by the power of attorney and / or any other corporate authorization.
4. The Bid shall contain the full name, address, telephone number, fax number, landline/mobile number and e-mail ID, if any and such other details of Bidder for serving notices required to be served on the Bidder in connection with the Bid.
5. The Bidder, irrespective of its participation in the Bid process, shall treat the details of the Tender document as secret and confidential at all times.
6. The Bidder / representative of the Bidder should have the proper documentary evidence (power of attorney, board resolution, other corporate authorization) authorizing him to execute any documents on behalf of Bidder. In case of power of attorney, the same has

to be duly stamped, properly executed, notarized and witnessed and supported by relevant corporate authorizations.

7. If, the Bid Documents submitted is not in conformity with the Tender published by IDBI Bank, it shall be rejected forthwith without assigning any reason whatsoever, at any stage including after awarding the contract to the Bidder. In case of any disputes, document maintained in / submitted to IDBI Bank shall be treated as authentic. Bidder should submit a declaration along with the relevant Bid Documents that the Bid Document has not been altered / modified in any way. Any decision of IDBI Bank in this regard shall be conclusive, final and binding on the Bidder(s).
8. The Bidders shall submit a Certificate of Undertaking on their letter-head duly signed by the authorized signatory that they are acceptable to all the terms & conditions of this Bid.
9. The Tender document has been issued to the pre-qualified vendors and the same needs to be submitted as per terms & condition given in Tender.
10. Before bidding, the Bidders shall carefully examine the Tender document and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the terms of Tender, they should forthwith refer the matter to IDBI Bank for necessary clarifications and / or confirmation. Such clarifications by the Bank shall be final, conclusive and binding on the Bidder.
11. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration (s) or mutilation (s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, duly signed by the necessary parties, otherwise no alterations/modifications or changes to entries in the Bid Documents shall be entertained in the absence of which it shall be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.
12. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

- 13.** The Bidders shall submit their offers strictly in accordance with the terms and conditions stipulated herein. Any Bid, which stipulates conditions contrary to the conditions given in the Tender, shall be rejected forthwith. The decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder(s).
- 14.** The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the Tender as secret and strictly confidential at all times.
- 15.** The Bidder shall have complied with all requirements of law for submitting this Bid and for performance of the Contract.
- 16.** IDBI Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the Bid without assigning any reason whatsoever. IDBI Bank also has the right, but not binding obligation, to re-issue the Bid without the Bidders having the right to object to such re-issue. IDBI Bank further reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder(s).
- 17.** IDBI Bank reserves the right to adjust arithmetical or other errors in the Tender, in the manner in which Bank considers appropriate or deem fit. Any adjustments so made by IDBI Bank shall be made known to the Bidder, if IDBI Bank makes an offer to accept its bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of IDBI Bank and shall be final, conclusive and binding on the Bidder.
- 18.** The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged by the Bidder shall be in English.
- 19.** The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Tender document. Failure to furnish complete information in all respects required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by Bank. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

**20.** The Bidder shall prepare the Bid based on details provided in the Tender. The quantities & specifications mentioned therein are indicative in nature and intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by IDBI Bank.

**21.** The Bidder shall comply all conditions precedent under the Contract. Bidder shall provide services as per "Scope of Work with Specific Terms and Conditions" mentioned in this RFP.

**22.** Proof of Bid Security (EMD) deposited shall be submitted along with the Bid Document. Bids without the Bid Security shall be rejected forthwith.

**23. Bid Security (EMD)**

- a. The Bidder shall furnish as part of the bid, a Bid Security amount.
- b. Bid security amount of unsuccessful Bidders will be returned within a period of 30 (Thirty) days from the date of award of contract.
- c. The Earnest Money Deposit (EMD) shall be retained by the IDBI Bank as a security deposit and will be refunded only after successful completion of the contract or any extension thereof.
- d. The Bid Security amount shall be forfeited if:
  - The Bidder withdraws his bid during the bid validity period; or
  - The Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of Contract and/or conceals or suppresses material information; or
  - The successful Bidder fails to sign the Contract or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of IDBI Bank, as mentioned in the RFP.
  - Work is not found satisfactory during the Contract period.

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

24. The Bid shall be addressed to:

**General Manager (IMD),**  
IDBI Bank Limited,  
14th floor, IMD, IDBI Tower,  
WTC Complex, Cuffe Parade,  
Mumbai – 400 005.

25. The Bid shall be dropped in the Tender Box kept at the above mentioned address on or before **August 23, 2022 at 03.00 pm** & Tender (technical bids) shall be opened on the same day at 03.30 pm in presence of the Bidders desirous to be present.

26. If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above.

27. The Successful Bidders shall enter into Contract with IDBI Bank at Mumbai only.

28. The Bank reserves the right to split the orders among two (in case there are 3 and below vendors) or three (in case there are 4 and above vendors) vendors. However, the bidders at other than lowest positions shall have to match the lowest rates before acceptance of the bid. In case the L2/L3 bidder does not/ cannot match the prices with the L1 bidder, there shall be an option to make an offer to L4 bidder and so on for matching the rates. The orders shall be divided in the following manner:

1. **In case of split between 2 bidders :**  
**60% to L1 bidder**  
**40% to L2 bidder} at the lowest rates**
2. **In case of split into 3 bidders :**  
**50% to L1 bidder**  
**30% to L2 bidder} at the lowest rates**  
**20% to L3 bidder} at the lowest rates**

However, if no bidder is able to match the rate of L1 bidder, 100% order shall be awarded to LI bidder.

29. The Bank shall have the right to increase or reduce the number of systems to be purchased without assigning any reason, during the period of purchase contract.

- 30.** The Bidder has to provide undertaking regarding authenticity of machine.
- 31. PART – II – PRICE BID:** This part shall contain prices in Indian Rupees only, both in figures and words. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be taken as null and void. Tenders in which prices are quoted in any other currency will not be considered.
- 32.** The approved rate shall be valid for a period of Two year after awarding of the contract,
- 33.** The prices quoted for supply of equipment shall be deemed to have included all duties, local levies in the country of origin and shipment, packing, freight from the factory to the destination site, insurance, handling, custom clearing charges etc. If the tenderer fails to include such duties in the tender, no claim thereof will be entertained by the Bank afterwards. However, GST shall be payable extra at actuals. The installation and commissioning charges shall also be deemed to have included in the quoted price.
- 34. Completion period:** The supply, installation and commissioning of the EPABX systems has to be completed within a period of 2 weeks from the date of placement of order. Time shall be the essence of the contract. In case the Bidder fails to deliver and commissioning the system within the specified time, Bank shall have the option to accept or reject the machine delivered by the Bidder after the expiry of the time period.
- 35. Validity of tender:** The Tender shall be valid for acceptance for a period of 90 days and the prices shall remain valid initially for a period of two years from the date of award of the contract.
- 36.** Should the Invitation to RFP be withdrawn or cancelled by the Bank, which the Bank shall have the right to do so at any time, the EMD will be discharged.
- 37. Lowest tender not necessarily to be accepted:** The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance.
- 38.** The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in



connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

**39. Evaluation of Tender:**

For the purpose of determining the lowest bidder, the Basic Price of machine, Service charge per visit after expiry of the warranty period of one year and cost of accessories as indicated in the BOoQ will be taken into account. Changes in terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and the tender will not be accepted by the IDBI Bank Ltd.

**G. General condition of the contract.****1. Background:**

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

**2. Definitions:**

- i. **Contract** means the agreement to be entered by the Bidder with the Bank for performing the Services.
- ii. **EPABX** means Electronic Private Automatic Branch Exchange.
- iii. **Services** means supply, installation, testing commissioning and AMC of EPABX as per the requirement of the Bank as mentioned herein or Contract or Purchase Order issued by the Bank, from time to time.
- iv. **Purchase Order** means the purchase order to be issued from time to time by the Bank to the Bidder, for supply, installation, testing, commissioning and AMC.

**3. Format and Signing of Bid:**

- i. The Bidder shall submit only one original set of the bid.
- ii. The original bid shall be typed or written legibly. The original shall be signed by the Bidder or a person/s duly authorized to bind the Bidder to the Contract.
- iii. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the bid.
- iv. The bid shall be a complete document and shall be bound as a volume. The document shall be printed with page numbers and appropriately flagged and contain the list of

contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

- v. Each page shall be stamped and initialed by authorized signatory.
- vi. If the outer cover of the bid is not sealed and marked appropriately, IDBI Bank will assume no responsibility for the bid's misplacement or premature opening.

#### **4. Local Conditions**

- i. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the Contract and / or the cost. IDBI Bank shall not entertain any request for clarification from the bidder regarding such local conditions.
- ii. It will be imperative for each Bidder to fully aware themselves of all legal provisions and factors which may have any effect on the execution of the Contract as described in the Tender document.
- iii. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by IDBI Bank and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by IDBI Bank on account of failure of the bidder to appraise themselves of local laws / conditions.

#### **5. Last Date for Receipt of Bids**

- i. Bids will be received by IDBI Bank upto 3.00 p.m. on August 23, 2022 at the address specified under Instruction for Bidders, Clause No. -25.
- ii. In the event of the specified date for the receipt of Bids being declared a holiday for IDBI Bank, the Bids will be received up to the appointed time on the next working day.

**6. Late Bids**

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

**7. Address for Correspondence**

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

**8. Preliminary Examination**

- i. IDBI Bank will examine the bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether required Bid Security has been furnished, whether the Bid Documents have been properly signed, and whether the bids are generally in order.
- ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii. A bid determined as not substantially responsive will be rejected by IDBI Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.
- iv. IDBI Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**9. Contacting Bank**

- i. No Bidder shall contact IDBI Bank on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.
- ii. Any effort by a Bidder to influence IDBI Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**10. IDBI Bank's Right to accept any Bid and to reject any or all Bids**

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

**11. Signing of Contract**

- i. After IDBI Bank notifies the successful Bidder that its bid has been accepted; the Bidder should sign the Contract.
- ii. The successful Bidder shall sign the Contract at Mumbai within **15 days of receipt** of notification of award of contract.

**12. Performance Security / Bank Guarantee.**

- i. The successful Bidder shall furnish the performance Bank guarantee within 30 days of the receipt of acceptance by IDBI Bank.
- ii. The value of the performance bank guarantee will be **3% of the total contract value** arrived for two year period. However, if there is a split of work among the vendors, the value of the BG shall also be split accordingly.
- iii. The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
  - A. A bank guarantee issued by a scheduled commercial bank and directly forwarded to Bank.
  - B. The proceeds of the performance security shall be payable to IDBI Bank as compensation for any business loss due to not providing standby equipment and any

other loss or damage resulting from the bidder's failure to complete its obligations under and in accordance with the Contract.

- iv. The performance bank guarantee shall be valid for a period of two years including warranty period.
- v. Failure of the successful Bidder to comply with the requirement of the performance bank guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event IDBI Bank may award the contract to the next best evaluated Bidder or call for new bids. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.

**13. Bidder's Obligations**

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

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

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

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

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

- ii. Bidder shall also adhere to all security requirement/regulations of the IDBI Bank during the execution of the work.

#### **16. Statutory Requirements**

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

#### **17. Contract Price**

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

#### **18. Taxes and Duties**

- i. Bidder will be entirely responsible for all applicable duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with services provided at site. The Bidder shall bear all duties, levies, fees, costs or charges in respect of the services rendered to the IDBI Bank. However, GST shall be paid extra.
- ii. Road Permit whenever required shall be arranged by the Bidder for the delivery of the machine. Necessary declarations will be provided by the Bank.
- iii. Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes.
- iv. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, IDBI Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by IDBI Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.

- v. The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- vi. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the IDBI Bank such information, as it may be required in regard to the Bidder's details of payment made by the IDBI Bank under the Contract for proper assessment of taxes and duties. The Bidder and shall bear all the taxes if any, levied on the Bidder's personnel. The amount of tax withheld by the IDBI Bank shall at all times be in accordance with Indian Tax Law and the IDBI Bank shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- vii. The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- viii. Should the Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify IDBI Bank against any and all liabilities or claims arising out of the Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the IDBI Bank/ Bidder.

**19. Non-Disclosure Agreement:**

**The Bidder agree that they shall enter into non-disclosure agreement in the form as prescribed in Annexure-I.**



**20. Term and Extension of the Contract**

- i. The approved rate shall be valid for a period of two years after awarding of the contract.
- ii. The IDBI Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least one month before the expiration of the term hereof, whether it shall grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of IDBI Bank.

**21. Contract Amendments**

Any modification, amendment, waiver, discharge or termination of any of the terms of the Contract shall be effective only if made in writing and duly signed by each of the Bank and the Bidder.

**22. Termination**

- i. Termination and suspension of purchase contract: The Bank at its option without prejudice to its rights under the purchase contract, is entitled to cancel the purchase contract at any time by giving 30 days written notice to the supplier in the following circumstances:-
  - A. In case the supplier does not comply with any of his obligations/undertakings under this purchase contract.
  - B. In case of unsatisfactorily performance feedback from the branches as regards machine performance/response to the complaints.
  - C. Bank reserves the right to terminate the contract without assigning any reasons whatsoever giving one month's notice to the bidder.
- ii. **Termination for Insolvency**: IDBI Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if, the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the IDBI Bank.

iii. **Termination for Default:** IDBI Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Bidder, may terminate the Contract in whole or in part.

**23. Conflict of interest**

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

**24. Publicity**

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

**25. No Assignment**

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

**26. Governing Law**

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

**27. Jurisdiction of Courts**

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

**28. "No Claim" Certificate**

The Bidder shall not be entitled to make any claim, whatsoever against the IDBI Bank, under or by virtue of or arising out of, the Contract, nor shall the IDBI Bank entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the IDBI Bank in such forms as shall be required by the IDBI Bank after the works, services/systems are finally accepted.

**29. Completion of Contract**

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

**30. Indemnity**

The Bidder shall unconditionally and irrevocably, (jointly and severally in case of partnership concerns) indemnify IDBI Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, against any claims, losses, costs, actions, suits, damages and or otherwise arising due to any reason including Bidder performing contract on the basis of unauthorized certificates or Bidder's violation or non-compliance of any law, act, rules, regulations, directions, guidelines, policies, etc. issued all authorities, both regulatory / statutory and non-regulatory, and shall always keep IDBI Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that IDBI Bank may incur by reason of any action, proceedings which may be brought by or against or taken against IDBI Bank, by anybody for anything of any nature whatsoever. This clause shall survive the termination of the Contract for any reason whatsoever. The Service Provider shall execute a Deed of Indemnity in the form as per Annexure-V.

**31. Terms of Payment:**

- A. No advance payment shall be made.
- B. 97% cost of the machine will be paid on successful commissioning of the machine to the entire satisfaction of the Bank.
- C. Balance 3% shall be released after completion of warranty period or against furnishing of Bank Guarantee acceptable to the bank for 3% amount for the warranty period.

All payments shall be made by way of Electronic Fund Transfer only. Bidder shall furnish details of Bank Account No., IFSC Code etc.

**32. Penalty**

The Bidder should repair/replace the defective machines within 24 hrs in metro/urban areas and 48 hrs in rural/semi-urban areas. Failure to repair/replace the machine within the aforesaid period would attract penalty @ 0.5% of the cost of the machine per week subject to maximum of 5% of the cost of the machine. Response period shall be 4 hrs. in metro/urban areas and 24 hrs. in rural & remote locations. The service

shall be provided from 9.00 am to 9.00pm. In case of repeated defaults the Contract may be terminated apart from forfeiting 3% held against performance guarantee.

Penalty at the rates specified above shall also levy for the reasons mentioned as under:

- i. Late delivery of machine.
- ii. Late installation of machine.
- iii. Delay in providing support.
- iv. Delay in replacement during warranty period.
- v. Delay in supply of spare parts.
- vi. Delay In supply of consumables.

**33. Warranty:**

The system would be under warranty for 12 months from the successful installation and commissioning & during the said warranty of 12 months, the Bidder shall without any extra cost, carry out all routine and break down maintenance of the Machines and attend to any difficulties/defects that may arise in the operation of the system.

Software up-gradation without any extra cost to the Bank during the six years period shall be included in the scope of contract, only visit charge will be paid if required

**34. Training**

The Bidder shall associate the site staff during the testing of the system/s. The Bidder shall also train the staff in the proper operation and trouble identifying, troubleshooting and routine maintenance at each and every location. Training-cum-familiarization programme should be conduct by the Bidder at each location.

**35. CVC Clause:**

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission, Govt. of India from time to time. If it shall appear to the Bank or to the Chief Technical Examiner at any time during the execution or prior to the expiration of the maintenance period that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or not otherwise in accordance with the contract, the contractor shall, on demand in writing from the Bank specifying the work, fault, materials or

articles complained of, notwithstanding that the same may have been passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles so specified and provide other proper articles at his own expense, charges and cost; and in the event of his failing to do so within a period to be specified by the Bank in his demand aforesaid, the Bank may carry out the work by other means at the risk and expenses in all respects of the contract. The contractor shall be liable to pay compensation at the rate of one per cent of the estimated amount put to tender for every day not exceeding ten days, apart from the expenses incurred by the Bank in rectifying or removing and re-executing the work or removing and replacing with the materials or articles complained of as the case may be.

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Bank as well as the Banks and that authorized subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Bank or Banks or their authorized subordinates to visit the works shall have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work during its progress can also be inspected by the Chief Technical Examiner on behalf of the Bank. Bank shall have right to cause an audit an technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Bank to recover the same from him in the manner as prescribed or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by the Bank to the contractor.

### I. Technical Specifications

1. The exchange as per the requirement shall accept different types of trunk signaling such as :
  - a. ISDN BRI and PRI
  - b. Analog C.O. Lines
  - c. IP gateway
2. Minimum System Configuration and the tentative quantities:

Sr. No.	Particulars	Equipped with	Extensions	Expandable up to	Quantity (approx.)
a.	Digital - EPABX	4 Lines	8 Extensions	24 Extensions	60 Sets
b.	Digital - EPABX	8 Lines	16 extensions	40 Extensions	70 Sets
c.	PRI (Digital)	30 Lines	32 extensions	128 Extensions	10 Sets

3. Instrument details:

Sr. No.	Particulars of Phone Instruments	Quantity estimated
a.	Digital Phone Instruments with minimum 12 keys	140 Sets
	Analog Phone Instruments with Display - (Basic Phone)	100 Sets
c.	Analog Phone Instruments - (Basic Phone without Display)	250 Sets

4. System features and other details:
  - i. The EPABX system should be Digital Microprocessor based stored program control with latest software version.
  - ii. The exchange should be suited to work on an AC mains supply of 230V with a tolerance of  $\pm 5\%$ .
  - iii. System should be complete with Rack / wall mountable. Cost of the rack shall be included in the offer.

- iv. Capable of working in a suitably ventilated non-air conditioned environment.
- v. The system components have high degree of availability and maintainability through the dealer network.
- vi. All components should be rated for continuous operation of the system.
- vii. The system shall have inbuilt protection for high voltage / current transients occurring on junction lines to the exchange.
- viii. The system should have universal slots and all cards of the same type & design shall be interchangeable without special adjustments
- ix. Cabinet design shall provide for adequate ventilation to dissipate heat due to energy loss.
- x. Software upgrade should be done at no additional cost during the warranty and AMC period.
- xi. The system should be IP ready.
- xii. DID should be integral part of the system.
- xiii. Hotline facility.
- xiv. System should have emergency transfer facility to automatically route the C.O. lines to predefined extensions in case of power failure.
- xv. System should be capable to externally load Direct Inward System Access (DISA) message and Music On Hold (MOH) message. Any equipment / components required to upload external MOH shall be included in the offer.
- xvi. Built in Caller ID for internal and external calls.
- xvii. The system must function on both pulse & tone dialing.
- xviii. Automatic Day/Night mode selection settings should be available.
- xix. System should support Uniform Call Distribution.
- xx. Call transfer and Call forwarding facility.
- xxi. It should be possible to connect minimum 8 multi-party conferences.
- xxii. It should be possible to assign hotline from any extension.
- xxiii. Systems should have in built battery charger.

- xxiv. The system should have extension lock facility.
- xxv. System should have built – in power saving mode.
- xxvi. System should have voice mail facility for minimum 2 hours. The ports for voice mail is as under:
- a. For 4/8 and 8/16 system is 2-ports
  - b. For 30/32 system is 4- port.
- xxvii. System should have provision for playing external music / message.
- xxviii. Flexibility to pick up incoming calls from any extension.
- xxix. The system should support group ringing.
- xxx. Direct dialing to external number by dialing 0.
- xxxi. System should have call hunting facility.
- xxxii. It should be possible to assign any key phone as operator console.
- xxxiii. The cost of EPABX systems should include operator console.
- xxxiv. In small systems (4X8) where a key telephone can work as operator console, separate console may not be quoted.
- xxxv. The EPABX system shall support GSM cards.
- xxxvi. The quoted EPABX model shall be TEC approved.

**The bidders should forward the technical specifications, technical compliance sheet and copy of the approval of “Telecommunication Engineering Centre (TEC) under Dept. of Telecommunication” of the systems offered along with the proposal.**



**Technical compliance sheet**  
**(to be submitted by the Bidders)**

Sl. No.	Description	Bidders compliance
		(Yes / No)
I	The EPABX system should be Digital Microprocessor based stored program control with latest software version.	
Ii	The exchange should be suited to work on an AC mains supply of 230V with a tolerance of + 5%.	
Iii	System should be complete with Rack / wall mountable. Cost of the rack shall be included in the offer.	
Iv	Capable of working in a suitably ventilated non-air conditioned environment.	
V	The system components have high degree of availability and maintainability through the dealer network.	
Vi	All components should be rated for continuous operation of the system.	
Vii	The system shall have inbuilt protection for high voltage / current transients occurring on junction lines to the exchange.	
Viii	The system should have universal slots and all cards of the same type & design shall be interchangeable without special adjustments	
Ix	Cabinet design shall provide for adequate ventilation to dissipate heat due to energy loss.	
X	Software upgrade should be done at no additional cost during the warranty and AMC period.	
Xi	The system should be IP ready.	

Sl. No.	Description	Bidders compliance (Yes / No)
Xii	DID should be integral part of the system.	
Xiii	Hotline facility.	
Xiv	System should have emergency transfer facility to automatically route the C.O. lines to predefined extensions in case of power failure.	
Xv	System should be capable to externally load Direct Inward System Access (DISA) message and Music On Hold (MOH) message. Any equipment / components required to upload external MOH shall be included in the offer.	
Xvi	Built in Caller ID for internal and external calls.	
Xvii	The system must function on both pulse & tone dialing.	
Xviii	Automatic Day/Night mode selection settings should be available.	
Xix	System should support Uniform Call Distribution.	
Xx	Call transfer and Call forwarding facility.	
Xxi	It should be possible to connect minimum 8 multi-party conferences.	
Xxii	It should be possible to assign hotline from any extension.	

Sl. No.	Description	Bidders compliance (Yes / No)
Xxiii	Systems should have in built battery charger.	
Xxiv	The system should have extension lock facility.	
Xxv	System should have built – in power saving mode.	
Xxvi	System should have voice mail facility for minimum 2 hours. The ports for voice mail is as under:	
A	For 4/8 and 8/16 system is 2-ports	
B	For 30/32 system is 4- port.	
Xxvii	System should have provision for playing external music / message.	
Xxviii	Flexibility to pick up incoming calls from any extension.	
Xxix	The system should support group ringing.	
Xxx	Direct dialing to external number by dialing 0.	
Xxxi	System should have call hunting facility.	
Xxxii	It should be possible to assign any key phone as operator console.	

Sl. No.	Description	Bidders compliance (Yes / No)
Xxxiii	The cost of EPABX systems should include operator console.	
Xxxiv	In small systems (4X8) where a key telephone can work as operator console, separate console may not be quoted.	
Xxxv	The EPABX system shall support GSM cards.	
Xxxvi	The quoted EPABX model shall be TEC approved.	

(To be submitted by the Vendor/s on appropriate value of stamp papers / Franking within 7 days of receipt of LOI)

### **J. AGREEMENT**

This agreement (the Agreement) made at Mumbai on this ..... day of .....2022.

#### **BETWEEN**

IDBI Bank Limited (IDBI Bank), a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005, and CIN No. L65190MH2004GOI148838 hereinafter referred to as "IDBI 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**

M/s. .... a company incorporated and registered under Companies Act, \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and CIN No. \_\_\_\_\_(hereinafter referred to as "**Vendor**") (which expression shall unless repugnant to the subject, context or meaning thereof be deemed to mean and include its successors) of the Other Part.

The IDBI Bank and the Vendor are hereinafter individually referred to as 'Party' and collectively referred to as the 'Parties'.

#### **WHEREAS**

1. IDBI Bank, for the purpose of expanding its operations and replacing the old existing units for better performance and efficiency desires to procure Electronic Private Automatic Branch Exchange (hereinafter referred to as '**EPABX**') & Accessories, specifications of which are as listed out in technical specifications in the Tender opened dated **January 30, 2019** .
2. IDBI Bank had invited Tenders from the pre-qualified parties and has accepted a Tender by the Vendor for supply, installation, testing, commissioning of EPABX for and provide warranty of One year. (Hereinafter referred to as the '**Contract Price**').

The Vendor has agreed to supply, install and commission the EPABX at the respective locations of the IDBI Bank, subject to the terms, conditions, provisions, stipulations, covenants, and instructions set forth herein, the general terms and conditions of the contract

contained in the Tender and the purchase orders issued from time to time (hereinafter collectively referred to as the "**Said Conditions**").

**NOW IN CONSIDERATION OF THE FOREGOING IT IS HEREBY AGREED AS FOLLOWS:**

**1 ARTICLE 1 – Supply, Installation and Commissioning**

- 1.1 The Vendor shall upon and subject to the said conditions, supply, install, commission and provide warranty of One year in the manner set forth in this Agreement and as described in the Purchase Orders issued from time-to-time by the IDBI Bank for the Contract Price as agreed to herein. Parties hereto agree and confirm that time is essence of this Agreement.
- 1.2 The IDBI Bank shall pay to the Vendor as per the Contract Price agreed upon between the Parties herein, upon submission of invoices, test certificate, original installation reports duly checked and certified by IDBI Banks authorized Architects/ consultant, Branch Head/ Official for the respective branches.
- 1.3 The Contract Price will be inclusive of basic price, excise duty, transportation cost, insurance cost, loading & unloading charges etc. However the applicable GST will be paid extra at the prevailing rate by the IDBI Bank on submission of original receipts by the Vendor. Any increase in cost for the manufacturer due to fluctuations in dollar rates, fuel prices, rates of materials and labour, excise duties levied by the government etc. from time-to-time on the whole products or components thereof will have to be borne by the Vendor.
- 1.4 It will be imperative for the Vendor to fully inform itself of all legal conditions and factors which may have any effect on the execution of the contract as described in the Tender documents. The IDBI Bank shall not entertain any request for clarification from the Vendor regarding such local conditions.
- 1.5 IDBI Bank may place orders for supply, installation, testing and commissioning of the EPABX from time to time as required from its Corporate Office at Mumbai or any of the Bank's offices located pan-India. The EPABX shall be delivered to the specific floor/ space/ room at site according to the specific delivery instructions, which will be mentioned in the respective purchase orders. IDBI Bank shall have the right to cancel/ reject entire/ part of the order/ delivery, if the delivery is not made within the stipulated time and/ or if the quality of the EPABX does not meet the specifications as specified in the Tender. In such cases, Vendor agrees that IDBI Bank will not be liable to pay any

charges for the EPABX, low side works, Taxes, transportation, Insurance, etc. incurred by the Vendor in respect of the rejected EPABX. The Vendor agrees that IDBI Bank shall be the sole judge as regards the specifications of the EPABX are concerned.

1.6 The address for delivery of the EPABX shall be as specified in the respective purchase orders issued from time to time. However at a later date IDBI Bank find some/ all of the EPABX are not required at the above site, IDBI Bank will issue required instruction to shift the machine from that site to another site and the Vendor has to do the shifting as advised by the IDBI Bank. The vendor shall arrange to shift the machine, install and commission at no extra cost within the city. However, if shifting is done from one city to other city, the transportation cost towards this shifting, if any, will be reimbursed by the respective Bank Branch extra, on actual basis on production of the actual receipt of the transportation.

1.7 All applicable taxes shall be deducted by the IDBI Bank at source according to the tax rate prevalent at the time of making the payment.

1.8 The Vendor shall be responsible for and obliged to conduct all contracted activities strictly in accordance with contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

The Vendor shall furnish an interest-free Performance Security/ Guarantee for equivalent to 10% of the total order value issued by a scheduled commercial bank (hereinafter referred to as "Bank Guarantee") in favour of the IDBI Bank, on the terms and conditions acceptable to the IDBI Bank and arrange to furnish the same to the IDBI Bank directly through the issuing Bank. The amount of **Rs.50,000/- (Rupees Fifty thousand only)** paid by the Vendor towards the Earnest Money Deposit (EMD) shall be retained by the IDBI Bank as a security deposit and will be refunded only after successful completion of the contract or any extension thereof.

## **2 ARTICLE 2 – Tender to be treated as part of the Agreement**

The Tender along with its Annexures, other attachments and deviations, if any, shall be read and construed as forming part of this Agreement and the Parties hereto shall abide by and submit themselves to the conditions and perform the Agreement on their part respectively in accordance with the terms and conditions contained herein as well as in the Tender.

## **3 ARTICLE 3 – Representations and Warranties of the Vendor**

The Vendor represent, warrant assure, agree, confirm, declare and undertake that -

- a) It is duly organized and a validly existing organization under Indian Laws.
- b) It has power and authority to execute and deliver this Agreement and has taken all necessary steps to authorize execution, delivery and performance of this Agreement.
- c) It has requisite experience, expertise, resources, infrastructure, qualified manpower and other requisite resources to consummate the transactions contemplated under this Agreement.
- d) It has obtained and /or complied with all applicable permits including statutory and regulatory approvals /licenses required to perform the transactions contemplated under this Agreement.
- e) Neither the execution and delivery of this Agreement with the IDBI Bank nor the Vendor's compliance with or performance of the terms and provisions of this Agreement shall contravene any provisions of law or any order, writ, injunction or decree of any Court or Government authority nor shall it violate any provisions of memorandum and articles of association affixation/bye laws/partnership deed or any agreement or arrangement to which the Vendor is party.
- f) It shall supply to IDBI Bank, EPABX free from manufacturing defects. Defective EPABX, if any, should be repaired/ replaced within 24 hrs in metro/ urban areas and 48 hrs in rural/ semi-urban areas of notification, free of charge. If the Vendor, having been notified, fails to remedy the defect(s) within the period specified, the IDBI Bank may proceed to take such remedial action/s as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which IDBI Bank may have against the Vendor under and in accordance with this Agreement/ Contract. The delay in delivery of the EPABX at the respective destinations and/ or, installation beyond the agreed period will attract a **penalty** of 0.5% of the value of the machines/ equipment per week or part thereof subject to a maximum of 5% of order value of the machines/ equipment as per the respective purchase order. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Vendor.

#### **4 ARTICLE 4 – Indemnity**

The Vendor shall unconditionally and irrevocably, (jointly and severally in case of partnership concern) indemnify the IDBI Bank against any claims, losses, costs, actions, suits, damages and or otherwise arising due to or on account of Vendor's violation of any terms and conditions of this Agreement, violation of trademarks, patents, copyrights and licenses and shall always keep the IDBI Bank, its affiliates, subsidiaries, successors, assigns,



officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that the IDBI Bank may incur by reason of any action, proceedings which may be brought by or against or taken against the IDBI Bank, by anybody including the customers for anything of any nature whatsoever. This clause shall survive the termination of this Agreement for any reason whatsoever. The Deed of Indemnity shall be executed in the form and to the satisfaction of the Purchaser.

#### **5 ARTICLE 5 -Termination of the Agreement**

The IDBI Bank may terminate this Agreement for any default /deficiency of services breach of the terms and conditions of this Agreement by giving **30 days' notice** to the Vendor requiring it to correct or rectify the defects and deficiency within notice period. In case the specified defects/ deficiencies are not rectified within 30 days, IDBI Bank shall terminate the Agreement forthwith and such termination of Agreement by IDBI Bank shall be binding on the Vendor without any challenge. In such case of termination, IDBI Bank shall have the right to claim all costs, charges and expenses incurred/ paid by IDBI Bank in account of default/ delay by the Vendor. Vendor agrees that IDBI Bank is entitled to deduct or set off the amount of penalty levied and damages claimed by IDBI Bank from the Vendor in terms of said conditions, from any amount due to Vendor under this Agreement and/ or forfeit the EMD and/ or invoke the Bank Guarantee submitted/ furnished as part of this Agreement by the Vendor in full or in part to make good the loss, at the discretion of IDBI Bank, apart from other rights available under the applicable law.

Termination of this Agreement shall not affect or prejudice any provisions of this Agreement, which are expressly or by implication provided to continue in effect after such termination.

#### **6 ARTICLE 6 – Notices**

All notices in connection with this Agreement, shall be given in writing, hand delivered or sent by regd. post/ courier or by facsimile transmission, confirmed by courier to the address or fax number specified below, or to such other address or number which the Parties may have last specified. All such notices shall be effective upon receipt to:

**General Manager (FIMD)  
IDBI Bank Limited  
14th Floor, IDBI Tower  
WTC Complex  
Cuffe Parade  
Mumbai-400 005.**

**Vendor: Designation & Address**


---



---



---



---

.....Either of the Parties may by notice, change the address to which such notices and communication are to be delivered or transmitted.

**7 ARTICLE 7 - Dispute Resolution**

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

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between nominated officials of the IDBI Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.
- c. The Parties agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1(one) arbitrator each and the 2 (two) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract/ Agreement even though other Courts in India may also have similar jurisdictions. 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 Vendor shall not be entitled to suspend the supply, installation, commissioning of the EPABX pending resolution of any disputes between the Parties and shall continue to supply, install and commission EPABX in accordance with the provisions of the Contract/ Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/ Agreement.

#### **8 ARTICLE 8 - Severability**

If any of the terms, covenants or conditions thereof as to the application of such term, covenant or condition shall be held invalid as to either party on circumstances by any Court having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and affect and shall continue to be valid and enforceable.

#### **9 ARTICLE 9 - Survival of Provisions**

In order that the Parties may fully exercise their rights and perform their obligations hereunder, such provisions of this Agreement that are required to ensure such exercise or performance shall survive the termination of this Agreement for any cause whatsoever.

#### **10 ARTICLE 10 - Entire Agreement**

The Agreement contains all of the understanding and agreement or whatsoever kind and nature existing between the Parties with respect to written or oral agreements, commitments, representatives, communications and understandings between the Parties with respect to the transactions herein contained.

Necessary corrections, if any, arising out of corrigenda clarifications issued before opening of Tender have been made in these documents. Also the subsequently agreed terms based on the discussions held between the Vendor and IDBI Bank which were finally accepted for the said supply and installation have been incorporated and all pages in the proposal have been initialed both by Vendor and IDBI Bank in token of their acceptance.

#### **11 ARTICLE 11 - Headings**

The heading of various Articles and Sections herein is for convenience of reference and is not deemed to affect the construction of the relative provisions.

**12 ARTICLE 12 – Effective Date & Validity**

This Agreement shall become binding on the Parties on and from ----- . It shall be in force for a period of 2 years from the date of award of Contract/ First Purchase Order, whichever is earlier or any extension thereof, in terms of this Agreement or early termination under the provisions of this Agreement, whichever is earlier.

**13 ARTICLE 13 - Counterparts**

This Agreement is executed in duplicate; the original shall be in the custody of the Purchaser and the duplicate with the Vendor.

**14 ARTICLE 14 – Contract Details**

This contract comprises the following among other things:

- a) Tender along with its Annexures, Sections and Terms and Conditions
- b) Technical Specifications
- c) Earnest Money Deposit, Performance Bank Guarantee
- d) Payment Terms
- e) Bid submitted by the Vendor
- f) Warranty
- g) Deed of Indemnity
- h) Respective Purchase Orders issued in accordance with this Contract
- i) Non-Disclosure Agreement

**IDBI Bank Ltd.**

**Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System**



IN WITNESS WHEREOF the Parties have caused these presents and the said duplicate to be signed on their behalf by their duly authorized executives, the day and year first hereinabove written.

Signed and Delivered by the within named **IDBI Bank**

Signature :

Name:

Date: - .....

**IN THE PRESENCE OF:**

Witness 1. Signature

Name: - .....

Address :- .....

Witness 2. Signature

Name: .....

Address : .....

Signed and Delivered by ..... the within named **Vendor**

M/s. ....

Date :- .....

**IN THE PRESENCE OF:**

Witness 1. Signature

Name: - .....

Address :- .....

.....

Witness 2. Signature

Name: .....

Address : .....

.....

### K. NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### BETWEEN

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

#### AND

\_\_\_\_\_ (Name of Bidder) of \_\_\_\_\_ (please specify the registered office of the (*Bidder*) (hereinafter called "the Bidder/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

IDBI Bank and Bidder may, wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party".

WHEREAS, IDBI Bank called for the bids for engagement of Bidder to undertake supply, installation, commissioning and AMC of EPABX systems for branches and other offices of IDBI Bank Ltd. located across the country. M/s. \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the terms and conditions stipulated in the Request for Proposal bearing No..... dated..... (hereinafter referred to as "**Tender Document**" or "**Bid Documents**").

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

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

(1) In connection with this Agreement,

"**Confidential Information**" includes all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial

information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this Contract; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI Bank or its Subsidiaries or Affiliates and/or any 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, except that the following shall not be considered Confidential Information:-

- (a) that which is in the public domain;
- (b) that which was previously received from a third party not subject to the obligation of confidentiality with respect to such information;
- (c) that is developed independently without any aid from the disclosing Party;
- (d) that which is required to be disclosed pursuant to any request/demand by statutory or regulatory or governmental agencies or any applicable law, judgment or otherwise, provided that unless prohibited by law the disclosing Party shall give adequate notice of such disclosure to the other Party.
- (e) that is released from confidentiality with the written consent of the other Party.

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

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. Not, without the prior written consent of the disclosing Party, which consent the disclosing Party shall not be under any obligation to provide, disclose the Confidential Information to any third party, save and except to, restrict access and disclosure of confidential information to such of their employees, agents, Bidders,

- 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 three (3) 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;
  - v. Not at any time either during the continuance of this Agreement or upon termination of this Agreement, publish or divulge either directly or indirectly to any person, firm or company any Confidential Information, save and except to its Affiliates;
  - vi. To keep the Confidential Information as strictly confidential;
  - vii. This Agreement shall commence on the date of execution of this Agreement and treat Confidential Information as confidential for a period of **six years** from the date of last such disclosure of the Confidential Information. In the event of earlier termination of this Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of **two years** from the date of such termination. Further, any term or provision of this Agreement that by its nature is intended to survive termination or expiration hereof will so survive and apply.

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

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

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

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

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



Bidder's of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of IDBI Bank that the Bidder's personnel, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank computer systems or databases while on or off IDBI Bank premises, shall be deemed Confidential Information.

- d) Confidential Information shall at all times remain the sole and exclusive property of the 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 IDBI Bank in respect of the Confidential Information.
- e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- f) The receiving Party acknowledges the confidential nature of Confidential Information and damage could result to the disclosing Party if the receiving Party breaches any provision of the agreement and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc from engaging in any such act.
- g) This Agreement shall be governed, interpreted and enforced in accordance with the laws of India.
- h) The provisions hereunder shall survive termination of the Contract.
- i) Any dispute arising out of or in relation to this Agreement shall be referred to arbitration by a sole arbitrator appointed by both the parties. The arbitration shall be governed by the Arbitration and Conciliation Act 1996. Each Party shall pay and bear its own cost of arbitration. The Arbitration shall be held in the city of Mumbai.
- j) This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this Agreement is found invalid or unenforceable, that part will be amended to

IDBI Bank Ltd.	<b>Tender towards Supply, Installation, Testing and Commissioning for EPABX System</b>	 <b>IDBI BANK</b>
----------------	--	--



achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

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

**Authorised Signatory**

Name :

Designation:

Office Seal:

Place:

Accepted –

Date:

## L. DEED OF INDEMNITY

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 its successors and permitted assigns);

## IN FAVOUR OF

IDBI Bank Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter 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)

**1 WHEREAS**

(1) The Obligor has

- (a) Agreed to provide to IDBI Bank the supply, installation, testing, commissioning and AMC of EPABX Systems to its various branches across PAN India and to provide the services during warranty period at the various branches of the IDBI Bank as stated in the bid, scope of work and other terms and conditions;
- (b) Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to IDBI Bank Ltd;
- (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 and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of IDBI Bank Ltd;
- (d) Represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with IDBI Bank;

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

(3) One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of 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 of its services to IDBI Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

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

- (1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against 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 of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of EPABX systems including warranty certificates of the aforesaid machines, contact numbers of the officials for maintenance related query during warranty and AMC period. The Obligor shall also provide all required information about EPABX systems for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise ion account of any default and or breach and or otherwise in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- (6) The obligations of the Obligor under this Deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to IDBI Bank).
- (7) This indemnity shall survive the aforesaid Agreement.

**IDBI Bank Ltd.**

**Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System**



- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India.
- (10) The Obligor irrevocably and unconditionally agrees that in any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such legal action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (11) 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.

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

Signed and Delivered on behalf of)

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

By the hand of \_\_\_\_\_,)

\_\_\_\_\_, the authorized official)

of the Obligor

IDBI Bank Ltd.

Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System



M. Declaration by the Bidder

Ref No.

Date

The General Manager (FIMD)  
IDBI Bank Ltd.  
Corporate Centre  
14th floor, IDBI Tower, WTC Complex  
Cufe Parade, Mumbai-5

Dear Sir,

Name of The Work: Supply, Installation, Testing, Commissioning of EPABX  
Systems to IDBI Bank's Branches -PAN India

I/We have read and understood Pre-qualification criteria and instructions to the Applicants. I/We do hereby declare that the information furnished by me/us are correct to the best of my/our knowledge and belief.

Yours faithfully

Signature: Name: Designation: Address: Seal:

(To be submitted by the Vendor/s on Rs. 500/- stamp papers / Franking along with the tender)

## **N. PRE CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_, between, IDBI Bank Ltd., a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its \_\_\_\_\_ Department/ Office at \_\_\_\_\_, \_\_\_\_\_, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Smt/ Shri \_\_\_\_\_, Authorised Signatory / POA Holder / MD/CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter

and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

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

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

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

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

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

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

such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Earnest Money (Security Deposit)**

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

PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

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

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

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

## **6. Sanctions for Violations**

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

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

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

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

6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already

made by the PRINCIPAL along with interest.

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

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

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

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it

is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

## 8. Independent External Monitors

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

Sr.No.	Name of IEM	Contact Number	E-mail Address
1	Shri Ravindra Kumar Srivastava, IAS (Rtd)	9999985440	<a href="mailto:Srivastava.rks@gmail.com">Srivastava.rks@gmail.com</a>
2	Shri Prem Chand Pankaj ex-CMD, NEEPCO	9717433886	<a href="mailto:prempankaj@gmail.com">prempankaj@gmail.com</a>

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

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

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

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

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

the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

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

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

## **9. Facilitation of Investigation**

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

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

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

**IDBI Bank Ltd.**

**Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System**



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/ Contractor)

Office Seal

Office Seal

Name  
Designation

Name  
Designation

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_



**O. BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

(To be executed on Non-judicial Stamp Paper of ₹ 500/-)

To,  
IDBI Bank Ltd,  
IDBI Tower, Cuffe Prade,  
Colaba, World Trade Center,  
Mumbai- 40005

Bank Guarantee No :-

Date :-

Amount :-

Vaild Upto :-

THIS DEED OF GUARANTEE made this \_\_\_\_Day of \_\_\_\_, 2018, by The Name of Bank \_\_\_\_\_, a banking company incorporated under Banking Regulation Act, 1949/ Companies Act, 1956/ Banking Companies Act, 1970 having its Head Office at \_\_\_\_\_ and having branch at \_\_\_\_\_ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

In favour of

M/s. IDBI Bank Ltd , a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and company within the meaning of section 2(20) of companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005 (hereinafter called “ IDBI Bank”, which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS IDBI Bank and M/s (Name of the Contractor/\_\_\_\_\_, having their Registered Office at (Address of the Contractor \_\_\_\_\_ (hereinafter called “the Contractor”, which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued RFP/Award Letter/LOI No. .... dated ..... whereby the Contractor has agreed to carry out the work of “(Name of work \_\_\_\_\_” subject to the terms therein contained and also on the terms and conditions contained in the Agreement dated ..... executed between IDBI Bank and Contractor (the Agreement).

AND WHEREAS in accordance with the terms and conditions of the RFP, the Contractor has agreed to furnish a Bank Guarantee to Bank IDBI Bank in the form acceptable to IDBI Bank, for a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favor of IDBI Bank to duly secure the performance by the Contractor of its obligations under the Agreement of Services on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractor's nonperformance, non-observance and non-compliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by IDBI Bank and without demur or protest and without reference to the Contractor pay to Bank a sum not exceeding ₹ \_\_\_\_\_. A demand so made by IDBI Bank shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.
2. The Bank's liability under this Guarantee is restricted to ₹ \_\_\_\_\_/-.
3. The decision of IDBI Bank, for the time being in force, or at any time thereafter as to the nonperformance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
4. Any demand for payment under the Guarantee shall be made on the Bank by IDBI Bank in writing at The Name of Bank \_\_\_\_\_ with address \_\_\_\_\_ and shall be deemed to have been sufficiently made by IDBI Bank if the writing containing the demand is sent and

received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.

5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to .....

6. As between the Bank and IDBI Bank (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:

- a. Any time, indulgence, waiver or consent at any time given by Bank to the Contractor.
- b. Any amendment to the Agreement;
- c. The making or the absence of any demand by Bank on the Contractor's or any other person for payment;
- d. The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
- e. The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
- f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the Contractor.

7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.

8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.

9. IDBI Bank shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by IDBI Bank against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.

10. The Bank waives any right requiring IDBI Bank to proceed first against the Contractor or requiring IDBI Bank to first enforce any other security or any other guarantee.

11. The Bank agrees and confirms that its obligation to make payment to IDBI Bank on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of IDBI Bank the legal consequence of which may be the discharge of the Bank as guarantor.

12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.

13. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Mumbai.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched or acknowledged as received as follows:

IF to the Bank:

The Branch Manager

The Name of Bank and Address

\_\_\_\_\_

IF to IDBI Bank :

IDBI Bank Ltd,

IDBI Tower,

WTC Complex,

Cuffe Prade,

Mumbai -40005.

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of IDBI Bank in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor Contractor under

**IDBI Bank Ltd.**

**Tender towards Supply, Installation,  
Testing and Commissioning for EPABX  
System**



the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained herein above

- i) Our liability under this guarantee shall not exceed ₹ \_\_\_\_\_
- ii) The Bank guarantee shall be valid up to Contract period (+) 3 months i.e. \_\_\_\_\_ and
- iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before till expiry..... date (Claim period) \_\_\_\_\_ , failing which, our liability under this bank guarantee will automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

For Name of Bank \_\_\_\_\_

Manager

Place :- Mumbai

**PART –B**  
**PRICE/COMMERCIAL BID**  
**Supply, Installation, Testing and Commissioning along with service charge per visit**  
**for EPABX System - IDBI Bank Ltd.**

Sr. No.	Description of Item	Make & Model (to be mentioned by the bidder)	Quantity	Rate (Rs.)	Total Amount (Rs.)
A	Digital EPABX System 4X8 with standard technical specification as per tender		60		
B	Digital EPABX System 8X16 with standard technical specification as per tender		70		
C	PRI Compatible digital EPABX System with standard technical specification as per tender		10		
D	Digital Phone with minimum 12 keys		140		
E	Analog Basic CLI display Instruments		100		
F	Analog Phone Instruments - (Basic Phone without Display)		250		
G					
i	Incoming cards - 4 ports		5		
ii	Incoming cards - 8 ports		10		
iii	PRI card - 30 ISDN channel		5		
iv	Analog extension - 8 ports		5		
v	Analog extension - 16 ports		5		
vi	Digital extension - 8 ports		5		
vii	Digital extension - 16 ports		5		
H	Charges for shifting and re-installation of EPABX system within city		2		
I	Service Charges after warranty period		50 visits		
	<b>GRAND TOTAL (A to I)</b>				

**40. Evaluation of tender:**

For the purpose of determining the lowest bidder, the Basic Price of machine, Service charge per visit after expiry of the warranty period of one year and cost of accessories as indicated in the BOQ will be taken into account.

**41. Payment of Taxes:**

Price quoted should be inclusive of Duties, transportation, installation, Insurance etc. or any other charges. However, GST will be paid extra at actual.

**42. Warranty** – One year from the date of successful installation & commissioning.

**43. Supply and Installation Period** – Maximum **21** days from the date of PO.

**NOTE: \*The Quantity indicated is only indicative and it may change during the contract period.**