

Cost of the Bid Document : Rs10,000/- (Rupees Ten Thousand only) (Non-refundable)
It can be paid through pay order/demand draft drawn in favour of “IDBI Bank Ltd” payable at New Delhi.

**RFP/BID DOCUMENT FOR PROVIDING DATA ENTRY SERVICES
TO IDBI BANK LTD.**

Bid document may be downloaded from the bank’s website www.idbi.com

1. Issue of Bid Documents	From 18/04/2014 to 02/05/2014 (excluding Holidays , if any) between 10.00 hrs and 16.00 hrs on all working days
2. Cost of the bid document	a) Rs.10,000/- (per physical/hard copy) (non-refundable) b) RFP/Bid document can be downloaded from the Internet site www.idbi.com However, downloaded bid document shall also be submitted along with a DD/pay order of Rs. 10,000/- payable to “ IDBI Bank Ltd ” at New Delhi, as cost of bid document.
3. Date, Time & Venue of Pre-Bid Meeting	Date : 29/04/2014 Time : 1500 hrs. Venue : Centralized Clearing Unit(CCU), Tiwari House , 11-B/8, Pusa Road, New Delhi-110005. Tele : 011-25807017/25807018. Fax : 011-25812751
4. Last date and time for submission of RFP/Bid documents	02/05/2014 at 1700 hrs.
5. Place of submission of bids and Address for Communication	Bids in sealed envelope to be dropped into a sealed Box kept at- Centralized Clearing Unit(CCU), Tiwari House, 11-B/8, Pusa Road, New Delhi-110005. Tele : 011-25807017/25807018 Fax : 011-25812751

Request For Proposal (RFP) for providing Data Entry Services



6. Date, Time & Venue of opening of RFP /Bid document	1700 hrs on 02/05/2014 IDBI Bank Ltd, Centralized Clearing Unit Tiwari House, 11-B/8, Pusa Road, New Delhi-110005. Tele : 011-25807017/25807018.
7. Date and Time of opening of Financial Bid	Will be intimated to the successful bidder after opening of technical bid

Note : 1) This document is not transferable.

- 2) If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above.

DISCLAIMER

The sole purpose of this Request For Proposal is to assist IDBI Bank Ltd. to procure Data Entry Service Provider.

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

The RFP is not an agreement and is not an offer or invitation to offer by IDBI Bank to any parties, other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposal. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. 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 RFP.

The information contained in the RFP document is selective and is subject to updation, expansion, revision and amendment. It does not, and does not purport to contain all the information that a Bidder may require. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP 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 RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available to all recipients by IDBI Bank.

IDBI Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

IDBI Bank reserves the right to reject any or all the expression of interest /proposals received in response to this RFP at any stage without assigning any reason whatsoever. The decision of IDBI Bank shall be final, conclusive and binding on all the parties.

SECTION – I

INVITATION FOR BID

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1. BACKGROUND

- 1.1 IDBI Bank Limited is a company registered under the provisions of Companies Act, 1956 and a banking company under section 5 (c) of Banking Regulation Act, 1949 (hereinafter referred to as IDBI Bank or the Bank).
- 1.2 IDBI Bank is notified as a scheduled bank by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1934. RBI has categorized IDBI Bank under a new sub group “other public sector bank”. IDBI Bank is engaged in the banking business.

2. GUIDELINES FOR SUBMITTING BIDS

2.1. Purpose

IDBI Bank requires Data Entry Service Provider for providing data entry services.

The purpose of the present notice inviting bids is to select Data Entry Service Provider (hereinafter referred to as DES Provider/s) at Centralized Clearing Unit (CCU), IDBI Bank, New Delhi

IDBI Bank proposes to engage competent, qualified and experienced agencies to provide data entry operating services.

2.2. Instructions to DES Providers

DES Providers are advised to study the RFP/Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The Bid should be precise, complete and in the prescribed format, as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in 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. Sealed offers prepared in accordance with the procedures enumerated in Section II of the Bid Document should be submitted to IDBI Bank not later than the date and time laid down, at the given address as indicated at Page No. 1.

DES Providers shall bear all costs associated with the preparation and submission of its Bid and IDBI Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

All the DES Providers presently providing Data Entry Services to IDBI Bank's CCUs/ offices may also submit their bids subject to their fulfilling eligibility criteria mentioned in this RFP document

2.3 Amendment of Bid Document

IDBI Bank reserves the sole right for including any addendum or issuing any corrigendum to this RFP or Bid process. The Bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid.

At any time before the deadline for submission of Bids/ offers, IDBI Bank may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP/ Bid document.

All prospective Bidders, who have received this RFP shall be notified of the amendment in writing by email or fax or post or on the IDBI Bank's Website, and all such amendments are binding on them.

If required, in order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IDBI Bank reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on IDBI Bank. IDBI Bank's decision shall be final, conclusive and binding on all the bidders or offers.

2.4.Expected time for starting the Service(s)

The DES Providers are expected to start Service(s) within a maximum period of 15 days (Fifteen days) from written intimation sent by/ from IDBI Bank or such time as may be permitted by the Bank. In case the DES provider is not able to takeover all the required services within the stipulated period of time from the date of written intimation and/or the Data Entry Service Provider has not been able to render the services to the satisfaction of IDBI Bank, the Bank shall be entitled to terminate the agreement and is not bound to take any services from that Data Entry Service Provider concerned.

3. BID SECURITY (BS) VALUE:-

- 3.1 A Bid Security amount of Rs.2,00,000/- (Rupees Two lacs only) per bidder by way of Demand Draft or Pay Order in favour of "IDBI Bank Limited", payable at New Delhi, must accompany and be attached outside the sealed envelopes of the Technical bid.

The Bid security shall not bear any interest and the same will be refunded to the unsuccessful DES Providers/ bidders within 90 days (Ninety days)from the last day of the completion of the entire RFP (Request for Proposal)/ Bid process, unless forfeited for non-compliance as provided in this RFP or the

decision to abandon the bid process. In the case of successful bidders, the bid security amount shall be returned to the successful bidder within 60 days (Sixty days) from receipt of the performance bank guarantee as stated in clause 3.2. It is clarified that the Bid Security will not bear any interest whatsoever and this Bid security amount shall be forfeited in the event of any evasion, avoidance, refusal or delay on the part of the bidder to sign and execute the agreement or any other documents, as may be required by IDBI Bank in case the Bid / Tender is accepted.

3.2 Performance Guarantee

The Successful Bidder shall furnish a Performance Bank Guarantee as per the format provided herein within 30 days of the receipt of acceptance of bid by IDBI Bank. The value of the Performance Bank Guarantee will be Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand only). The Performance Security / Performance Bank Guarantee shall be denominated in Indian Rupees and shall be as per following terms:

- (i) A Bank guarantee issued by a scheduled commercial bank acceptable to IDBI Bank
- (ii) The proceeds of the Performance Bank guarantee Security shall be payable to IDBI Bank as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
- (iii) The Performance Bank Guarantee should be valid till the end of contract.

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.

The Performance Security will be discharged by IDBI Bank and returned to the Vendor within 90 days after the contract period.

4. PRE-QUALIFICATION FOR DES PROVIDERS:-

- 4.1 The prospective DES Providers should fulfill the respective pre-qualifications (Eligibility Criteria) mentioned below; otherwise their bids will not be considered valid for the bid evaluation process and will be rejected forthwith. The decision of IDBI Bank shall be final, conclusive and binding on all parties. The DES Provider should submit all the supporting documents and in the case of non-submission, the bid is liable to be summarily rejected.
- 4.2 Each DES Provider should bid for providing all the service(s) as defined in the scope of work, annexed with the Bid (Section IV).

5. ELIGIBILITY CRITERIA:-

Sr. No.	Parameters	Qualifying Criteria
1.	Existence	<p>The DES Provider :</p> <p>(i) should be in the business of providing Data Entry Services for at least 2 years;</p> <p>(ii) should be an incorporated body with good track record and strong financial and organizational strength to undertake the job envisaged herein;</p> <p>(iii) should have good /satisfying annual turnover for the last 2-3 years ending FY 2013-14</p> <p>(iv) should be profit making and should have made a net profit in the last [2-3] years ending FY 2013-14</p>
2	Strength	The DES Provider should have minimum 50 staff on its rolls as on 31st March, 2014.
3	Presence	The DES provider should be based in New Delhi.
4	Clientele	<p>The DES Provider should have serviced commercial banks/ public sector units/financial institutions for a minimum period of 2 years.</p> <p>Name of three clients and volume of business per annum for each client including one bank during the last two years should be produced in the format given in Section V.</p>
5	Negative list	<p>The DES Provider should not have been put in the negative list by any public sector bank/ Government organization, for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement. An undertaking in this regard to be submitted.</p> <p>The DES Provider should not have been discontinued or debarred by IDBI Bank for providing unsatisfactory services. Further the DES Provider should not have breached any contract with IDBI on any occasion.</p> <p>The track record of DES Provider should be clean and should not have any involvement in illegal activities/fraud and should give undertaking to that effect.</p>

In addition to above-mentioned requirements, the DES Provider should also have the following:

- i) The DES Provider's organization should be manned by persons adequately trained and the organization structure should comprise of a centralized help desk, recruiters and other support staff to enable the DES Provider to execute and perform the job and work assignment of such nature and magnitude, efficiently. The manpower being deployed for this purpose should have necessary experience, expertise & relevant knowledge about all the aspects of data entry service and should be registered as a staff/employee of DES Provider.
- ii) DES Provider must have valid registration(s)/ licenses as per legal/regulatory/statutory requirements/compliances applicable and all necessary statutory compliances, in all respects and an easily readable, copy of each, will be verified from original and should be made readily available when asked for inspection.

In case any information/ documents are found to be incorrect/ false at a later stage also, it shall invite immediate disqualification/ termination of the DES Provider/ contract, from consideration/ short listing. All bidders/ DES Providers must ensure that they are in possession of the valid original copies of all statutory compliances mandatory under state or Central Govt. Rules/ Acts, etc. The original documents may be verified/ scrutinized during the RFP (Request for Proposal) processes or anytime, thereafter. The DES Provider should also have proper registration numbers and certificates for ESIC, EPF, Service Tax, and registration with labour Department of the appropriate Govt. or governmental bodies.

- iii) The DES Provider shall have good name, standing, requisite experience, expertise and professional reputation for performing similar job/ assignment and should not be on the defaulters or negative list of RBI or any other regulator /Indian Banks Association/ other statutory / regulatory body / authority. In addition, they should not have defaulted in providing similar services with IDBI Bank including subsidiaries/ affiliates or any other bank.
- iv) Relevant documentary evidence(s) regarding the above eligibilities, licenses/ authorization under applicable law including but not limited to certificates from the auditors/ statutory auditors, income-tax returns for the above should be produced along with the bid document;

- v) The DES Provider to complete the “Organization Profile” format in Section V and submit the relevant document(s) along with the Bid documents.
- vi) The DES Provider should have adequate trained/experienced Data Entry Operators (DEOs) to provide uninterrupted and continued services during the period of contract. The DES Provider should be able to provide additional support whenever higher volumes of clearing are expected within 2 days notice so as to perform the job within the prescribed timing.
- vii) The DEOs should be given to wear photo identity cards issued by the DES Provider. DEOs should have the minimum qualifications and attributes viz., (a) They must be graduate/under graduate in any discipline; (b) They must be well versed with the use of MS Office, Excel package; (c) They must have good moral character and nice behavior while working and (d) They should not reveal the official nature of work to outsiders and must maintain confidentiality.
- vii) The DES Provider should not be owned or controlled by any director or officer/ employee of the Bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956. A declaration to this effect should be submitted along with the bid.
- viii) The DES Provider/ Bidder is not involved in any major litigation (potential, threatened and existing) that may have an impact of affecting or compromising the performance and delivery of service (s) under this RFP.

6. BRIEF SCOPE OF WORK

- 6.1 The DES Provider shall provide adequate trained, qualified and experienced Data Entry Operators (DEOs) for the uninterrupted and continued data entry operations at the Centralized Clearing Units (CCU) of the bank at Delhi. The scope of data entry services to be rendered includes assisting and supporting IDBI Bank for processing approximately 25,000 instruments of inward clearing which may go upto 50,000 on peak days on daily basis within the stipulated time frame with utmost honesty, efficiency, speed, accuracy and secrecy as detailed in scope of work in section IV.

7. PERIOD OF CONTRACT

7.1 Engagement of DES Provider (s) will be for a period of 2 years. If performance is found to be satisfactory then the contract may be extended/renewed for a further period of 2 years on mutual consent and agreed terms and conditions. The contract may not be extended beyond a total maximum period of 4 years (including extension as mentioned). However, in the event of service(s) being found unsatisfactory at the time of review or at any time during the intervening period, IDBI Bank reserves the right to terminate the contract by giving at least one month's prior written notice. If the DES Provider is terminated because of unsatisfactory services then IDBI Bank have full rights to re-tender or reallocate the job among other DES Providers. The Bank's decision shall be final, conclusive and binding on the parties.

7.2 The selected DES Provider/s should allocate a team of DEOs dedicated for IDBI Bank within 15 days of the contract being awarded. The DES Provider should rotate the DEOs allotted to IDBI Bank, so that no DEO is engaged for a period of more than [18] months on any work related to IDBI Bank.

7.3 The detailed scope of work is given in Section IV of the Bid Document.

8. GENERAL INSTRUCTIONS

8.1A "Two Part Bid" process will be followed. The DES Provider will have to submit Technical and Financial bids in separate envelopes. The technical bid envelope may be super scribed as "Providing Data Entry Services to IDBI BankLtd.-TECHNICAL BID-NOT TO BE OPENED BEFORE 02/05/2014. Name & Full address, contact numbers of the Data Entry Service Provider. Similarly, on the envelope containing FINANCIAL BID, NOT TO OPEN WITH TECHNICAL BID" Name and Full address, contact number of the DES Provider shall be super scribed.

No indications pertaining to price or financial or commercial terms should be made on the envelopes. The Financial Bid will be opened only of DES Providers who are found to be technically qualified. Both the envelopes are to be put in a master envelope super scribed as "Bid Document for Providing Data Entry Services to IDBI Bank". It should also have Name, Full Address, and Email-Id, Contact Numbers of two dealing officials of the bidder specifically for this RFP mentioned on the envelope.

8.2All the bids must be accompanied by a DD/ Pay Order for bid security amount of Rs.2,00,000/- as specified above and be dropped in the RFP (Request For

Proposal)/ Tender drop box meant for the purpose only by a responsible and duly authorized person carrying photo ID-Card of the DES Provider Company, between 10 am and 5 p.m. on any working day of IDBI Bank on or before **2 nd May, 2014 at IDBI Bank CCU, Tiwar House, 11-B/8, Pusa Road, New Delhi-110005.**

IDBI Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Decision of IDBI bank shall be final, conclusive and binding on the bidders. IDBI Bank may decide not to avail of any services from any DES Provider as a consequence of this advertisement for RFP, for providing data entry services thereof.

- 8.3 Decision as to any arithmetical error manifest or otherwise in the bid documents shall be decided at the sole discretion of IDBI Bank and which shall be binding on the DES Provider.
- 8.4 IDBI Bank reserves the right to re-issue /re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder.
- 8.5 The bidders must submit an unconditional Certificate of Undertaking on their letter head duly signed by the authorized signatory that all the terms & conditions of this RFP are acceptable to them.
- 8.6 IDBI Bank reserves the right to accept or reject in part or full any or all the bids without assigning any reason whatsoever. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Bidder. Any attempt to visit or meet Top management officials of the Bank (also verifiable from Bank's CCTV) after issue of public notice and till finalization of the RFP for Data Entry Services, it shall be construed by the Bank as an unlawful attempt by the prospective bidder/ existing DES Providers to IDBI Bank, to influence the RFP/ Bid process and may invite disqualification from bidding/ punitive action. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the Bank.
- 8.7 IDBI Bank reserves the sole right for including any addendum/ issuing corrigendum to this entire bid process. The bidders shall not claim as a right for requiring IDBI Bank to do the aforesaid. At any time before the deadline for submission of bids / offers, IDBI Bank may, for any reason, whether at its own initiative or otherwise, modify this RFP / Bid Document. All prospective bidders, who have received this RFP, shall be notified of the amendment in writing by e-mail or fax or post, and modifications, if any, will be made available as addendum

/ corrigendum on the Internet and all such amendments shall be binding on all of them. If required, in order to allow prospective bidders reasonable time, in which to take the amendment into account, in preparing their bids, IDBI Bank reserves the right to extend the deadline for the submission of bids. However, no request from the bidder, shall be binding on IDBI Bank for the same.

8.8 Before bidding, the DES Providers are requested to carefully examine the bidding documents and the terms and conditions of the contract, and if there appears to be any ambiguity and/or discrepancy between any of the bidding documents they should forthwith refer the matter to IDBI Bank for necessary clarification as mentioned in Section II. Queries/ Doubts in the RFP (Request for Proposal) document raised after closure of the bid would not be acceptable.

8.9 Interested DES Providers may obtain further information (if any) between 10.00 hrs to 14.00 hrs during the Bid issue period from the following officers-

1. Shri Amit Rathee
E mail : amit.rathee@idbi.co.in
Tele : 011-25807017
2. Shri S P Yadav
E Mail : sp.yadav@idbi.co.in
Tele: 011-25807018.

SECTION II

GENERAL INSTRUCTIONS TO THE DATA ENTRY SERVICE PROVIDERS

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1. PROCEDURE FOR SUBMISSION OF BIDS:-

- 1.1 DES Provider should submit a summary sheet of the service(s) rendered /implemented and cities/ locations where rendered including New Delhi for various other clients. This information must be enclosed with the technical Bid. (As per Format given in Section V).
- 1.2 The Bid shall contain the full name, address, telephone number (mobile and landline), fax number and E-mail ID of DES Provider (one full time Director and one VP/GM if any otherwise any authorized persons) for facilitating communications including notices to be given to the DES Provider in connection with the Bid transaction. Any communication from IDBI Bank Limited by any of the above modes of communication shall be treated as official communication and duly acted upon early by the respective DES Provider.
- 1.3 The DES Provider shall complete in all respects, form(s) annexed to the Bid documents, quote the rates, furnish the information called for therein, and sign and date each page of the documents in the relevant space provided therein for the purpose. The bid shall be properly signed by a person/ persons duly authorized by the DES Provider. In the case of a body corporate, the Bid shall be signed by a director(s)/ the duly authorized officers and supported by internal corporate authorizations. The DES Provider shall sign on each page of the Bid documents.
- 1.4 The Bid form 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 may be made by a separate covering letter, 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 DES Provider.
- 1.5 The DES Provider shall bear all costs for the preparation and submission of the Bid document even, if, later on the bid process is abandoned or commenced *de novo*. IDBI Bank shall not be responsible or liable for reimbursing/ compensating any costs and expenses incurred by the bidder/ DES provider, regardless of the conduct or outcome of the Bidding process including but not limited to abandon of the bidding process.
- 1.6 The RFP/ Bid document can be purchased from the address given at page no. 1 by paying Rs. 10,000/- (Rs. Ten Thousand only) (Non Refundable) by way of DD/ Pay order drawn in favour of "IDBI Bank Ltd.", payable at New Delhi. If the Bid documents are downloaded from the Internet site www.idbi.com, the

prospective bidder would need to submit a DD/ Pay Order for Rs. 10,000/- (Rupees Ten Thousand Only) (Non-refundable) favoring "IDBI Bank Limited", payable at New Delhi alongwith down loaded bid documents as cost of Bid Document. In the case of RFP downloaded from the website, an undertaking should be given by the bidders that they have not modified any part of the RFP /bid document.

- 1.7 The Bid shall be accompanied with Bid security amount by way of DD/ Pay Order as specified in Section I. Bids without the Bid Security shall be rejected forthwith.
- 1.8 The DES Provider, irrespective of his/her participation in the Bidding process, shall treat the details of the documents as secret and strictly confidential.
- 1.9 IDBI Bank reserves the right (and not an obligation) to adjust arithmetical or other errors in the Bid, in the manner in which the Bank considers appropriate or deem fit, in the larger interest of the Bank. Any adjustments so made by IDBI Bank shall be informed to the DES Provider, if IDBI Bank permits to accept this Bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of IDBI Bank and be binding on the DES Provider.
- 1.10 The DES Provider shall submit their offers strictly in accordance with the terms and conditions of the Bid document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid documents, shall be rejected forthwith. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.
- 1.11 The bidder cannot quote for the bid in part.
- 1.12 The Committee of officers constituted for the purpose of selection of the DES Provider would evaluate technical Bids to qualify the DES Providers and only those DES Providers, who qualify may be required to make a detailed presentation to the RFP Committee, if need be, for further evaluation. The financial Bids of the finally qualified and short listed DES Providers would be opened in their presence or their authorized representatives wishing to be present. No intimation would be sent to the unsuccessful DES Providers/ Bidders.
- 1.13 Each Bid shall be properly super-scribed as "Technical" or "Financial" Bid as the case may be and be put in the master envelope as stated at Para [8.1] in section I, and be submitted at the stated address.
- 1.14 IDBI Bank is not bound to accept the lowest or any Bid and has the right to reject any / all Bids without assigning any reason whatsoever. IDBI Bank also

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

1.15 The Technical Bid shall contain no financial quote. A tick mark (✓) shall be given against each item in factor matrix of the technical Bid to indicate that the copy of each document has been enclosed. Any decision in this regard by IDBI Bank shall be final, conclusive, and binding on the DES Provider.

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

1.17 The DES Provider shall prepare the Bid based on details provided in the Bid documents. It must be clearly understood that the locations of branches are indicative (as displayed on the Bank's website) as it is intended to give the DES Provider a general idea about the scale and magnitude of the work and is not in any way exhaustive and guaranteed by IDBI Bank.

2. CLARIFICATION OF BID DOCUMENT/ PRE-BID MEETING:-

A prospective DES Provider requiring any clarification of the Bid Document may notify IDBI Bank in writing at the mailing address indicated in page 1 on or before 29/04/2014. Queries raised thereafter will not be entertained by the Bank. A Pre-Bid meeting of the prospective DES Providers will be held on 29/04/2014. at 1500 hrs at CCU, IDBI Bank Ltd., Tiwari House, Pusa Road, New Delhi whereat all the queries received, if any, prior to the pre-bid meet by e-mail shall be clarified. The DES Provider should send the queries regarding this RFP/ Bid Document (if any) on the above mentioned address

3. LANGUAGE OF BIDS: -

The Bid prepared by the DES Provider, as well as all correspondence and documents relating to the Bid exchanged by the DES Provider and IDBI Bank with supporting documents and printed literature shall be in English only.

4. DOCUMENTS COMPRISING THE BIDS:-

- 4.1 The Bid prepared by the DES Provider shall comprise the following components along with the technical bid:

Sr. No.	Technical Bid Checklist
1	Organization Profile (refer Section V)
2	Business and Operational Details
3	Other information
4	Declaration
5	DES Provider's Client details (refer Section V)
6	Bank Details (refer Section V)
7	Bid security in the form of Pay order/DD
8	Requisite Power of Attorney/Board Resolution authenticating/authorizing the signatories of the Bid Document (Refer Section V)
9	Undertaking confirming the correctness of the information including undertaking for not modified any clauses of RFP in cases of submission of document down loaded from website. (refer Section V)
10	Undertaking declaring that the DEO Vendor has not been put in the negative list of any public sector bank/ Government Organization.
11	No Vigilance/ Court Case Declaration (clause)
12	One Blank copy of downloaded RFP/ Bid document printed, back to back and duly signed with company seal affixed, on each page as indicated at the bottom of each page.

- 4.2 The Financial Bid should comprise the following:

	Financial Bid Checklist
1	Financial Bid as per format (refer Section V)

(Submit all Documents signed by authorized person(s)/ Director(s))

5. BID PRICES:

- 5.1 The DES Provider shall quote the Service Charge, in the Financial Bid for the services it proposes to provide under the contract. Service charge should be written both in figures and words. In the case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon. The service charges quoted would be the basis for ranking the bidders as L1, L2, L3, L4, etc.

- 5.2 In the absence of above information a Bid may be considered incomplete and be summarily rejected. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.
- 5.3 The Bank shall pay the amount raised by the DES Provider, under the bill, as agreed at the respective locations where data entry services would be provided. The service tax, if applicable will be paid extra. Other applicable tax would be deducted at source, if any, as per prevailing rates.
- 5.4 DES Provider shall provide the required service(s) strictly in accordance with the requirements under the Scope of Work of the Bid document and it shall be the responsibility of the DES Provider to fully meet all the requirements of the Bid document and to comply with the best industrial practice.

6. FIRM PRICES

Rates quoted must be firm and final (with no re-openers) and shall not be subject to any upward modifications, on any account whatsoever. The Bid rates shall be indicated as Data Entry Services Charges per month on the billing payable by IDBI Bank to the DES Provider.

7. BID SECURITY

- 7.1 The DES Provider shall furnish, as part of its Bid, a Bid security of the amount mentioned in Section I.
- 7.2 Bid security amount of unsuccessful DES Providers will be returned within a period of 90 (Ninety) days from the last day of the completion of the entire RFP process.
- 7.3 The Bid security amount shall be forfeited: (i) If a DES Provider withdraws his Bid during the Bid validity period; or (ii) If a DES Provider 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 any material information/facts; or (iii) If the successful DES Provider fails to sign the contract or furnish security deposit in the form and manner as prescribed by the Bank to the entire satisfaction of IDBI Bank, as mentioned in the Bid document. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.

8. BID VALIDITY PERIOD

- 8.1 Prospective bidders may only submit the bids if the bids are valid for at least 90 (ninety) days from the last date of submission of bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.
- 8.2 In exceptional circumstances, IDBI Bank may solicit the DES Provider's consent for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by Fax or email of the stated officials of the bank). The validity of Bid security provided shall also be suitably extended. A DES Provider may refuse the request without forfeiting its Bid security. A DES Provider granting the request will not be permitted to modify its Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.

9. FORMATS AND SIGNING OF BID

- 9.1 The copy of the Bid should be complete document and should be bound as a volume. It shall be typed / printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The Bid shall be properly signed by the DES Provider or a person or persons duly authorized to bind the DES Provider to the Contract.
- 9.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the DES Provider, in which case such corrections shall be initialed by the person or persons signing the Bid
- 9.3 Each page should be stamped and signed by authorized signatory. The DES Providers shall seal the Bid document envelope properly. If the outer cover of the Bid is not sealed and marked, IDBI Bank will assume no responsibility for the misplacement of the Bids or premature opening.
- 9.4 The deficiency in documentation may result in the outright rejection of the Bid. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.
- 9.5 The DES Provider shall sign its Bid with the exact name of the firm to whom the contract is to be issued. The Bid shall be properly signed and sealed by duly authorized officer of the DES Provider's organization. No subcontracting of the contract would be permissible under any circumstances, without prior written permission of IDBI Bank.

9.6 The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the DES Provider shall be annexed to the Bid. IDBI Bank may reject outright any Bid not supported by adequate proof of the signatory's authority and internal corporate authorizations.

10. REVELATION OF PRICES

Rates in any form or for any reason should not be revealed before opening the Bid, failing which, the offer shall be liable to be rejected.

11. LAST DATE FOR RECEIPT OF BIDS

11.1 Bids will be received by IDBI Bank as per the date /time & at the address specified in Page No. 1. No request for extension of last date of submission would be entertained.

11.2 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 succeeding working day.

12. LATE BIDS

Any Bid received by IDBI Bank after the last date and time for receipt of Bids prescribed by the IDBI Bank, will be rejected forthwith and / or returned unopened to the DES Provider. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.

13. WITHDRAWAL OF BIDS

13.1 The DES Provider may withdraw its bid before the last date of submission of bid. A written notice of such withdrawal shall be submitted by a letter to the Bank latest by 2 pm on the last date of the submission of the Bid. Bids once dropped in the sealed box can be returned in withdrawal cases only on the date of opening of bid documents.

13.2 However, the amount of bid security shall not be forfeited in such a case.

14. ADDRESS FOR CORRESPONDENCE

The DES Provider shall designate the official with mailing address, place, email address and Fax number to which all correspondence shall be sent by IDBI Bank.

15. OPENING OF BIDS

15.1 On the basis of information furnished in the Technical Bid, DES Providers will be qualified for Technical Bid evaluation. The Bids of DES Providers, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Financial Bids of such DES Providers will be returned unopened forthwith.

15.2 Bids of only technically qualified DES Providers will be taken up for further evaluation.

15.3 IDBI Bank will open the Bids, in the presence of the representatives of the DES Providers who choose to attend, at the designated time, date and place.

15.4 The DES Providers' names, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as IDBI Bank, at its discretion, may consider appropriate or deem fit will be announced at the Bid opening.

16. CLARIFICATIONS

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

17. PRELIMINARY EXAMINATION

17.1 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 documents have been properly signed and supporting documents annexed thereto, and whether the Bids are generally in order.

17.2 If there is a discrepancy between words and figures, the amount in words will prevail.

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

17.4 IDBI Bank may waive any minor defect or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any DES Provider.

18. CONTACTING IDBI BANK

- 18.1. No DES Provider or their representatives shall contact/seek an appointment for meeting with any IDBI Bank/ other official, on any matter relating to its Bid, from the time of the Bid opening to the time the contract/ Bid is awarded.
- 18.2 Any effort by a DES Provider to influence the Bid evaluation, Bid comparison or contract / Bid award decisions may result in forthwith rejection of the DES Provider's Bid, and forfeiture of the bid security.

19. POST QUALIFICATION

- 19.1. IDBI Bank will determine to its satisfaction whether the DES Provider selected as having submitted the best evaluated responsive Bid is qualified to satisfactorily perform the contract. The decision to award the contract by IDBI Bank shall not be purely based on account of the information/ data stated in the documents submitted by the Data Entry Service Provider or merely by any Provider having quoted the lowest bid (L1, etc). The overall soundness of the evaluated bid response may also be gauged amongst other factors. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.
- 19.2. This determination will take into account the DES Provider's financial, technical, implementation and post-implementation capabilities including physical verification of infrastructure or/and other attributes of the DES Provider, by Bank officials. It will be based upon an examination of the documentary evidence submitted by the DES Provider.
- 19.3 An affirmative determination will be a pre- requisite for award of the contract/ Bid to the DES Provider. A negative determination will result in rejection of the DES Provider's Bid, in which event; IDBI Bank will proceed to the next best-evaluated Bid to make a similar determination of that DES Provider's capabilities to perform satisfactorily. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the DES Provider.

20. BID EVALUATION CRITERIA (BEC)

- 20.1 To meet IDBI Bank's requirements, as spelt out in the Bid Document, the selected DES Provider must have the requisite experience in providing qualified and experienced DEOs in the field of banking as sought by IDBI Bank, for its CCUs / offices during the period of the contract.
- 20.2. IDBI Bank reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason whatsoever, and without any requirement of intimating the DES Providers of any such change. Any

such modification shall be applicable uniformly across all the bidders primarily in the overall larger interest of the Bank. Any time during the process of bid execution, IDBI Bank may seek specific clarification from any or all DES Provider/s.

21. EVALUATION OF TECHNICAL BIDS

The Technical Bid will be evaluated Vendor Competitiveness would be gauged on the basis of the following:

Sr. No.	Description	Score		
		10 Points	8 Points	0 Point
1	The services can be resumed within 15 days	Yes		No
2	The processes of the DEO vendor is ISO 9001:2008 certified		Yes	No
3	Implementation of similar projects by services provider for more than 3 organization		Yes	No
4	DEO vendor has previous experience of data entry of cheque clearing in more than 4 banks	Yes		No
5	Net Profit of the DEO vendor firm is more than 15 lacs for the last 3 financial year		Yes	No
6	The DEO vendor is processing a daily volume of minimum 30000 of inward cheques for atleast 3 banks	Yes		No
7	The DEO vendor have successfully provided data entry services for IDBI Bank (Proof to be attached)	Yes		No
8	THE DEO vendor has more than 75 employees on their payroll		Yes	No
9	The DEO being deployed at the bank has previous experience of data entry	Yes		No

For qualifying in the Technical Bid, the OS Vendor must score minimum 40 points, in absence of which the Bid will stand disqualified in Technical Evaluation.

22. EVALUATION OF FINANCIAL BIDS

22.1. Financial Bids of the DES Providers, who are technically qualified, shall be opened. IDBI Bank shall however not bind itself to accept the lowest Bid or any Bid and reserves the right to accept any Bid, wholly or in part.

22.2. Following points would be considered at the time of evaluation of the financial Bid submitted by an OS Vendor

- a) The Financial Bid submitted by OS Vendor would be evaluated on the basis of the rates quoted and will accordingly be considered for determining L1.
- b) OS Vendors have to quote their best rate across the “charge sheet” (in the OS Vendors quote column) (Section V)
- c) In the event of any two or more DES Providers offering lowest identical financial Bids (L1), then the technical evaluation score will be considered for all such vendors. The vendor with the highest technical evaluation score shall be finalized. The decision of the bank in this regard would be final and binding on all the parties.

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

IDBI Bank reserves the right to accept any Bid, and to annul/ abandon the Bid process and reject all Bids at any time prior to award of contract/Bid, without thereby incurring any liability, whatsoever to the affected DES Provider(s) or any obligation to inform the affected DES Provider(s) of the grounds for the IDBI Bank's action.

24. ACCEPTANCE OF BID

Prior to the expiration of the period of Bid validity, IDBI Bank will notify the successful DES Provider in writing, about the counter offer / acceptance of the Bid, if any.

25. SIGNING OF CONTRACT

- 25.1 After IDBI Bank notifies the successful DES Provider that its Bid has been accepted; the DES Provider should sign the contract/ Service Agreement (as given in Section III).
- 25.2. The successful DES Provider shall sign the Service Agreement within 15 (Fifteen) days of receipt of notification of award of contract in writing.
- 25.3 The successful DES Provider to ensure that the required number of DEOs for which the contract will be awarded, should be at the disposal of CCU/offices of IDBI Bank on all working days at all the time.

SECTION III

GENERAL TERMS & CONDITIONS

(SERVICE AGREEMENT)

1. TERMS & CONDITIONS

- 1.1 The contract is for providing Data Entry Services (DES) for the Centralized Clearing Unit (CCU) at IDBI Bank, New Delhi. The Data Entry Operators(DEOs) / personnel employed by the DES Provider for providing the services shall be its employees and not of IDBI Bank, in any way, whatsoever.
- 1.2 The Service contract shall be for [2 years] only. The Contract may be terminated prematurely or period extended or reduced, at any time, at the sole discretion of IDBI Bank, without assigning any reasons, whatsoever or on expiry of the period of validity of any statutory compliance of a Data Entry Service Provider.
- 1.3 The contract for work, if awarded consequent to the final selection /empanelment if any, shall be a period of 2 year and may be further extended for a period of 2 year on mutual consent and agreed terms and conditions, on observation of satisfactory performance and other aspects/ considerations, as determined by IDBI Bank, at its sole discretion. The contract for data entry services may not be extended beyond total maximum period of [4] years (including extensions as mentioned above) or for a lesser period as decided by IDBI Bank. DES Providers/bidders may take note of it before bidding.
- 1.4 The DES Provider shall provide the data entry services as given in ‘**Scope of Work**’ to the satisfaction of the Bank and the performance of the DES Provider shall be reviewed on quarterly basis, and in case the services are not found to be satisfactory the contract shall be terminated even before the expiry of contract period by giving at least one month’s written notice or one month compensation in lieu thereof. However, the contract is liable for immediate termination, without any compensation, on violation of any of the provisions, by the DES Provider. The Bank may also terminate the contract in the instance of insolvency or bankruptcy of DES Provider or change of ownership of the business of DES Provider. IDBI Bank shall not pay any compensation for early termination, under any circumstances.
- 1.5 The DES Provider shall also permit IDBI Bank to hold or deduct the amount from bill for non-performance or part performance/substandard performance/interrupted performance or failure to discharge obligations under this contract. The same shall be incorporated in the agreement.
- 1.6 The Bank shall be entitled to adjust the dues out of monthly bills towards loss or damage caused by the DES Provider or its DEOs in case of any loss/damage caused to IDBI Bank or against any other liability of the DES Provider.

- 1.7 In the event, any damage is caused to the movable property of the Bank, the Bank reserves the right to compute the damage in terms of money and to deduct the money from the monthly bill of the DES Provider or from the amount payable to the DES Provider by the Bank and the remaining amount, if any, by the way of damages.
- 1.8 The DES Provider shall obtain at its own cost, any license or permission of any sort whatsoever (viz labour license from Assistant Labour Commissioner and register with Employees' State Insurance Corporation and Office of the Regional Provident Fund Commissioner, registration under Shops & Establishments Act, The Carriage By Road Act, 2007, etc that may be required under various Acts of the Central/State Government Authorities, for carrying out the said activity and such Registrations and License as may be deemed necessary for engagement of contract workers for such purpose.
- 1.9 The DES Provider shall comply with the provisions of all Labour Laws, which are applicable to 'the Contractor' or his employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation thereof. The DES Provider will furnish proof of compliance of all Labour Laws requirements/Shops and Establishments license including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date, and furnish calculations and proof of payments/ challans, made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Shops & Establishments Act, any other applicable laws, etc. within 15 days of the statutory time limit allowed under the respective Acts and all other statutory rules as amended from time to time.
- 1.10 The DES Provider shall indemnify the Bank from and against all liabilities, claims and demands arising out of any payments or reimbursement made by the Bank to Government (Central/State, Semi-Government), statutory authority or any payment made under any statute/notification of the Government (Central/State) or statutory authority in respect of the employees of DES Provider or in respect of any claims made by the DES Provider's employees against the Bank. The DES provider shall promptly reimburse IDBI Bank all payments made and expenses incurred by the Bank in respect of the payments referred to above in this clause.
- 1.11 The DES Provider shall also be responsible for maintenance of proper records as required under the provisions of various Labour Laws / Statutory Acts applicable to them and its employees and produce them for inspection as and when demanded by the Bank or any appropriate labour authorities/RBI.

- 1.12 The DES Providers are expected to start Service(s) within a maximum period of **15 Days(Fifteen Days)** from written intimation sent by/ from IDBI Bank or such time as may be permitted by the Bank. In case the DES provider/s is not able to takeover all required services in the stipulated period of time from the date of written intimation and/or the DES Provider has not been able to render the data entry services to the satisfaction of IDBI Bank, IDBI Bank shall be entitled to terminate the agreement and is not bound to take any services from that DES Provider concerned and/ or relocate/re-allot the services.
- 1.13 The DES Provider shall not employ any person who is prohibited by law from being employed. The persons deployed should possess good health & should not be suffering from any contagious/major diseases.
- 1.14 In the event of personnel not reporting for duty, alternate arrangements/ replacement shall be made by the DES Provider immediately, without jeopardizing the work/business of the Branch/establishment.
- 1.15 An authorized representative of the DES Provider shall ensure his/her service at short notice when required by the Bank.
- 1.16 During surprise checks by any authorized officer of the Bank, if a particular personnel/DEOs is found negligent on duty, the DES Provider will have to withdraw that personnel/DEO from the Bank forthwith and suitable penalty will be imposed by the Bank as stated in the respective contract, Agreement which may even entail cancellation/termination of contract for the rest of the period.
- 1.17 The DES Provider shall take necessary safety measures and DES Provider is solely responsible for the safety of personnel engaged by it.
- 1.18 The Bank shall not be responsible for any accident/injury or loss of life of any of the persons engaged by the DES Provider that may take place while performing/ executing the contract. Any compensation or expenditure towards the treatment of such injury or loss of life shall be sole responsibility of the DES Provider. At its cost, the DES Provider shall obtain appropriate/ adequate fidelity insurance policy for its personnel towards meeting the liability of compensation arising out of death, injury, disablement, etc., while at work (documentary evidence to be submitted to IDBI Bank).
- 1.19 The DES Provider shall abide by all the rules and regulations laid down by the Bank authorities from time to time. The DEOs or its personnel shall not at any time do, cause or permit any nuisance at the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.

- 1.20 The DES Provider shall be responsible for all acts done by the personnel engaged by it and for maintenance of proper discipline by his personnel /DEOs at the premises of the Bank. Any act of indiscipline/misconduct on the part of any personnel engaged by the DES Provider resulting in any loss to the Bank, in kind or cash, will be viewed seriously and the Bank shall have the right to levy damages or fine from the DES Provider and even terminate the contract forthwith.
- 1.21 The DEOs/ personnel engaged by the DES Provider shall not have any employee-employer or master-servant relationship with the Bank and they shall not have any claim whatsoever for employment in the Bank, now or at a future date.
- 1.22 The DES Provider shall execute the agreement related to this contract on non-judicial stamp paper as per Performa prescribed by Bank within 15 working days from the date of issue of work order/intimation for services. The DES Provider shall bear all costs and expenses and stamp duty in respect of all agreements and litigation related to this contract that may be entered into with the Bank.
- 1.23 The finally selected DES Providers /bidders shall have no right, whatsoever to define the quantity and volume of business to be necessarily given to them by the Bank. It shall be done at the sole discretion and decision of the Bank, unconditionally.
- 1.24 Mere filling of the Bid Document Form does not automatically qualify the DES Provider for being selected/allotment of work. Bank has the right to reject any or all Bid Documents without assigning any reason whatsoever, thereof.
- 1.25 While selecting the DES Providers, emphasis will be given on the ability and competence in rendering good quality services. There shall be penalty clauses/penal deductions against the DES Provider, in the Agreement, for data entry services, in case of substandard and poor quality of services.
- 1.26 The Bidders/ DES Provider's, who meet all eligibility criteria & terms and conditions in all respects and are confident of providing good quality of services, should submit their RFP .

2 ADDITIONAL TERMS AND CONDITIONS

- 2.1 Term of Agreement will be initially for a period of 2 years, renewable for a period of [2] year with the mutual consent of both the parties and based on the performance and other factors. The contract for data entry services may not be extended beyond a total maximum period of [4] years (including extensions as mentioned above) or for a lesser period as decided by IDBI Bank. The DES Provider would undertake to engage, employ and provide the requisite number of DEOs/ personnel for the purpose and also be responsible

for payment of their entitled emoluments and dues, discipline and work. The DES Provider must ensure that the persons are of highest standards of integrity, discipline and capability.

- 2.2 The DES Provider will be responsible for any loss and damage caused by the negligence of persons employed by it during the period of contract.
- 2.3 IDBI Bank Ltd on its part shall not be liable to pay any charges, dues, compensation under any of the industrial laws or other laws applicable to the personnel which shall be the sole responsibility of the DES Provider and the DES Provider alone shall be the employer of such personnel.
- 2.4 **Decisions relating to the contract:** The decision of IDBI Bank Ltd in all respect of the contract shall be final, conclusive and binding on both the parties.
- 2.5 **Duties:** The DES Provider shall provide best assured data entry services to IDBI Bank at its offices identified and intimated.
- 2.6 **Other Requirements:**
 - 2.6.1 Insurance and accident risks of the DEOs/ personnel will be responsibility of the DES Provider.
 - 2.6.2 The DES Provider will ensure that proper License / permission, authorization, approval and consent including registrations from the concerned authorities, wherever applicable, have been obtained.
 - 2.6.3 The DES Provider will ensure that performance and quality all its DEOs/ personnel, shall be reviewed on regular basis.
- 2.7 The contract can be terminated prematurely, by IDBI Bank by giving at least one-month's prior notice in writing or one month's compensation in lieu thereof, IDBI Bank may terminate the contract without assigning any reasons and giving at least one month's prior notice in writing.
- 2.8 The DES Provider shall maintain all information obtained by it and/or provided by IDBI Bank during the performance of services as strictly confidential.
- 2.9 In the case of any dispute arising out of or in relation to the agreement remedy may be sought, under the provision of the service agreement/ contract.
- 2.10 The DES Provider shall maintain records of data entry services and relevant inward/ outward movements of goods and make it available for inspection to IDBI Bank Ltd/statutory authorities/regulatory agencies.

- 2.11 The DES Provider should be an incorporated entity and a preferably ISO certified Agency by a reputed organization.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT made and entered on this [●] day of [●] 2014

BETWEEN

IDBI Bank Limited, a company incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5(c) of the Banking Regulation Act 1949 (10 of 1949), and having its Registered Office at IDBI Tower, World Trade Center Complex, Cuffe Parade, Colaba, Mumbai 400005 (hereinafter referred to as "**IDBI Bank**", (which expression shall, unless repugnant to context and meaning hereof, mean and include its successors and assigns) of the **ONE PART**

AND

M/s [●], (Hereinafter referred to as "**Data Entry Service Provider**" or "**Service Provider**" which expression shall, unless it be repugnant to context and meaning hereof, shall deemed to include its successors and assigns) of the **OTHER PART**.

Each of the parties mentioned above are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

- (i) IDBI Bank is in the business of banking and desires to outsource the data entry services for its business and operations as per the specification and scope detailed in clause 2 of this Agreement and in Scope of work (Section IV).
- (ii) The Service Provider is in the business of providing data entry services to various organisations, the Service Provider represented to IDBI Bank that they have requisite expertise, the resources and the skilled personnel for providing the services and is desirous of providing the above referred services to IDBI Bank.
- (iii) The IDBI Bank has agreed to avail the services offered by the Service Provider for its business and operations, pursuant to the Request for Proposal No. [●] .
- (iv) And whereas, the Parties are desirous of recording the terms relating to the above arrangement and understanding and hence these presents for recording the aforesaid.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged by the Parties, the Parties hereto hereby agree as follows:

1 DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this agreement, annexure and all documents attached hereto.

“Applicable Laws” means, with respect to any Person, all laws, statutes, treaties, rules, regulations, determinations, orders, notifications, writs, processes, decrees, injunctions, judgments, or awards of an arbitrator, a court or any other governmental authority, and all government authorizations binding upon or applicable to such Person or to any of its properties or assets.

“Applicable Permits” or “Permits” means any waiver, exemptions, building, variance, franchise, permit, authorizations, approval, license or similar order of or from any Central or State, provincial, municipal, regional, environmental or other governmental entity, instrumentality, agency, authority, court or other body having jurisdiction over all or any part of the data entry services to be performed pursuant to the terms of this Agreement.

“Confidential Information” means, all tangible and intangible information obtained/received/gained/developed or disclosed to Service Provider and/or Service Provider Personnel/Data Entry Operator, including all details, documents, data, business/customer information and the IDBI Bank’s practices and trade secrets that Service Provider and/or Service Provider Personnel//Data Entry Operator may be, privy to, shall be treated as absolutely confidential.

“Data Entry Services”/ “Scope and standard of Services” or “Services” means the services to be performed or rendered by the Service Provider, in relation to the banking business and operations of IDBI Bank and matters related or incidental to the foregoing as described in Clause 2 (Scope and standard of Services) and any alteration thereof.

“Data Entry Operator” or “Service Provider Personnel” means the authorized agent, employees, representatives of the Service Provider for providing the Data Entry Services.

“Fees” means, the amount payable by IDBI Bank as detailed in Annexure [A]

“Good Industry Practice” means, the exercise of degree of skill, diligence and prudence which is expected from a highly skilled and experienced and internationally recognized and reputed Service Provider engaged in the same type of undertaking engaged in the activity of providing the Data Entry Services as

Service Provider under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulation, courts and industry standards.

“Person” means any natural person, firm, corporation, company, voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organization, unlimited corporation, or other entity.

1.2 INTERPRETATION

In construing this Agreement

1.2.1 Time is the essence in the performance of the Parties’ respective obligations.

If any time period specified herein is extended, such extended time shall also be of the essence;

1.2.2 Unless the context otherwise requires, words importing the singular shall include the plural and the vice versa;

1.2.3 Clause, headings are for reference only and shall not affect the construction or interpretation of this Agreement;

1.2.4 References to Recitals, Clauses, Exhibits, Annexure and Schedules are references to Recitals, Clauses, Exhibits, Annexure and Schedules of and to this Agreement;

1.2.5 Whenever the context so demands the references to a Party to this Agreement includes references to its successors or assigns (immediate or otherwise if so provided in the description of the Parties) of that party and reference to agreements shall include reference to all the amendments thereto by whatever manner;

1.2.6 Reference to any Applicable Law includes a reference to such Applicable Laws as amended or re-enacted from time to time, and any rule or regulation promulgated there under; and

1.2.7 The terms “herein”, “hereof”, “hereto”, hereunder and words of similar purport refer to this Agreement as a whole.

1.2.8 The terms and conditions contained in RFP No. [•] shall form part of this Agreement.

2. SCOPE AND STANDARD OF SERVICES:

2.1 Service Provider hereby agrees to provide to the IDBI Bank and the IDBI Bank hereby agrees to avail of from Service Provider, Data Entry Services as more particularly mentioned in the Scope of work (Section IV).

- 2.2 In rendering the services to the IDBI Bank, Service Provider warrants that:
- i. It shall observe the best service quality standards and ensure that Service Provider renders its obligations to the satisfaction of the IDBI Bank.
 - ii. Engage requisite number of Service Provider Personnel/Data Entry Operators for rendering the Services in an efficient and timely manner and to supervise the work of Service Provider Personnel.
 - iii. It shall provide adequately qualified, trained and experienced Data Entry Operators /Service Provider Personnel to provide uninterrupted and continued services during the period of contract
 - iv. It shall meet the various deadlines and standards as more particularly mentioned in Scope of work (Section IV).
 - v. It shall discuss and review its progress, on a regular basis as and when required by the Bank.
 - vi. It shall extend services during validity period of the Agreement.
 - vii. It shall comply with all Applicable Laws in connection with the Services.
 - viii. All Service Provider Personnel deputed by Service Provider to IDBI Bank shall carry identity card provided by the Service Provider.
 - ix. It shall provide and render Data Entry Services, at all times, as per the Good Industry Practice and abide by the Applicable Laws.
 - x. It shall maintain utmost confidentiality of the Confidential Information.
- 2.3 If the nature of the Services to be rendered by Service Provider require the Service Provider Personnel/Data Entry Operators to enter the premises of the IDBI Bank, Service Provider shall:
- i. Ensure that the Service Provider Personnel follow and comply with the instructions (oral or written or both) issued by the IDBI Bank to the Service Provider or to the Service Provider Personnel from time to time in this regard.
 - ii. Use the area specifically allotted to Service Provider for rendering the Services and performing its obligations under this Agreement.
 - iii. Ensure that the Service Provider Personnel observes all security guidelines of the IDBI Bank from time to time.
 - iv. Keep the fixtures, fittings, equipment and documents and properties of the IDBI Bank installed at area allotted to Service Provider, clean and in good condition and shall not inflict any damage whatsoever to these assets of the IDBI Bank.
- 2.4 Service Provider /Data Entry Operators shall comply with all of the IDBI Bank's standards / security procedures at such locations and shall deal promptly and courteously with the customers, employees, agents of the Bank..
- 2.5 Observe and perform all such additional conditions, covenants, undertakings that may be made from time to time by the IDBI Bank in its sole discretion.

3. TERMS OF PAYMENT

- 3.1. In consideration of Service Provider rendering the Services to the IDBI Bank, the IDBI Bank shall pay to Service Provider Fees as mentioned against each service more particularly described in Section V, after deduction of the standard deductions for default / non –performance of Services.
- 3.2. The DES Provider shall submit the monthly bills in the first week of every following month along with proof. The Bank shall pay charges on monthly basis upon submission of bills by the DES Provider subject to the deductions of TDS at the prevailing rate as applicable under the provisions of Income tax Act, 1961 and certified by the concerned official to the effect that the services have been carried out as per the contract.
Service Tax, if any, may be reimbursed by the Bank on submission of proof of payment along with monthly bill.
- 3.3. The aforesaid charges shall and cannot be increased for any reason whatsoever including but not limited to escalation on account of charges in Applicable Laws and shall be responsible for payments as mentioned in the clause herein below.
- 3.4. **The Service Provider shall open an account with the Bank for smooth payment of bills.**
- 3.5. The payment of bills will be centralized at Corporate Office, Mumbai and shall be made by electronic payment.
- 3.6. The Service Provider agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to:
 - (i) Payment of minimum wages;
 - (ii) Payment of bonus;
 - (iii) Payment of gratuity; and
 - (iv) Any other statutory remittances, which may be applicable from time to time to the employees engaged by the Service Provider shall be principally with the Service Provider and the Service Provider shall also be liable for payment to the employees engaged by him any revision in aforesaid laws affected by appropriate Government/ Governments and liability and duty of IDBI Bank shall be limited only to the extent of reimbursement of the bills properly raised/payment of fees and not otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IDBI Bank on account of breach by the Service Provider of the provisions of this clause, the Service Provider shall forthwith reimburse the same to IDBI Bank without any demur or protest whatsoever. The Service Provider hereby indemnifies IDBI Bank against any harm or cost or claim incurred or suffered by IDBI Bank due to breach of the Service Provider in terms

of the obligations herein. The Service Provider will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 15 days of the statutory time limit allowed under the respective Acts.

- 3.7. All payments shall be made subject to the deduction of taxes at source as per applicable laws prevailing at the time of each credit/payment.
- 3.8. The Service Provider shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, duties, fines and penalties (including without limitation sales tax, value added tax, service tax, excise duties and customs duties, if any) by whatever name called, as may become due and payable in relation to the Data Entry Services.
- 3.9. Notwithstanding anything contained in this Agreement or in any other documents(s)
 - i.) under no circumstances shall IDBI Bank be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Agreement, even if IDBI Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;
 - ii) IDBI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Service Provider or Service Provider Personnel or any other person engaged by the Service Provider in the course of performance of the Service Provider obligations under this Agreement;
- 3.10. IDBI Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Service Provider under this Agreement, if the Service Provider has not performed or rendered the Services in accordance with the provisions of this Agreement. In the event IDBI Bank disputes payment, IDBI Bank will inform the Service Provider in writing, and the Parties will attempt to settle the payment dispute amicably. If the Parties agree that the Services were not performed in accordance with this Agreement, then such disputed payment, if any, shall – (i) if already paid by IDBI Bank to the Service Provider be refunded by the Service Provider, and (ii) if payable or outstanding, shall cease to be so payable or outstanding.
- 3.11. Service Provider shall permit IDBI Bank to hold or deduct the amount from bill/, for non-performance or part performance or failure to discharge obligations under this Agreement.

- 3.12. It is clarified that the IDBI Banks' only obligation is to pay the aforesaid Fee to Service Provider / Service Providers Personnel. Any payments of the charges made to and received by authorized Service Providers Personnel shall be considered as a full discharge of IDBI Bank's obligations for payment of fees

4. REPRESENTATIONS AND WARRANTIES

Service Provider represents and warrants that:

- 4.1 Service Provider is a [●] duly organized and validly existing under the laws of India and is in good standing under the laws of the Service Provider's business and the Service Provider has full authority to enter into this Agreement and to execute, deliver and perform all of its obligations hereunder according to the terms hereof;
- 4.2 Service Provider has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the Data Entry Services and hereby represents and warrants that all Data Entry Services provided hereunder shall at all times strictly conform to the requirements of this Agreement as set out herein and Service Provider shall at all times adhere to Good Industry Practices;
- 4.3 Service Provider has obtained and/or complied with all Applicable Permits including all statutory and regulatory approvals/licenses required to provide and to perform the Data Entry Services.
- 4.4 The execution, delivery or performance by the Service Provider, of the Agreement shall not contravene the Memorandum and Articles of Association or similar organization constitutional documents of the Service Provider and contravenes any Applicable Law binding upon or applicable to them or any of their properties/assets/revenues;
- 4.5 The Service Provider has full power and authority to enter into this Agreement and to take action and execute any documents required by the terms hereof and this Agreement is enforceable in accordance with the terms hereof and the Persons executing this Agreement on behalf of the Service Provider are duly empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein;
- 4.6 There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the Service Provider, or to the best of the Service Provider's knowledge, threatened and/or pending against or affecting the Service Provider/Service Provider, and no material unfair labour practice complaint is pending or, to the best knowledge of the Service Provider

threatened and/or pending against the Service Provider, before any Governmental authority.

- 4.7 The Service Provider warrants that there are no legal proceedings instituted against the Service Provider. The Service Provider shall verify the antecedents of the personnel it desires to engage for the provision of Data Entry Services hereunder and shall ensure that it does not engage or continue to engage any person with criminal record/conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of Data Entry Services under this Agreement.
- 4.8 The Service Provider has filed, has caused to be filed/the names of the Service Provider has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon to be due and payable, together with applicable interest and penalties, if any, and there are no outstanding liabilities in that regard under Indian law;
- 4.9 The Service Provider is solvent;
- 4.10 Each of the representations in this Section (Representations and Warranties of the Service Provider) is true and correct in all material respect as of the date of signing and that none of them omits to state any matter which makes any of such representations misleading in any material respect;
- 4.11 The Service Provider acknowledge that they have made the representations contained in this Section (Representations and Warranties of the Service Provider) with the intention of persuading IDBI Bank to enter into Agreement and that IDBI Bank has entered into the Agreement on the basis of, and in full reliance on, each of such representations;
- 4.12 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or the compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any legal restriction (including without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, or by which the Service Provider or any property of the Service Provider is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

5. COVENANTS

The Service Provider covenants as follows:

- 5.1 The Service Provider acknowledges that subject to the provisions of this Agreement, the Service Provider shall have no right to enter into any agreement or arrangement for and/or on behalf of IDBI Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of IDBI Bank. The Service Provider shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by the Service Provider and/or its personnel in the course of performance of obligations specified under this Agreement.
- 5.2 The Data Entry Services shall be provided in compliance with all Applicable Laws including labour enactment, rules, and authorizations issued by the Central, State and local authorities in India and taken all required permission for performing Services under this Agreement.
- 5.3 The Service Provider shall keep the same valid throughout the currency of this Agreement.
- 5.4 The Service Provider shall immediately bring to the notice of IDBI Bank any expiry, modification, or suspension of any such approvals/licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto.
- 5.5 The Service Provider shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this Agreement.
- 5.6 This Agreement to which the Service Provider is a party when executed and delivered shall be, the legal, valid and binding obligation of the Service Provider.
- 5.7 The Service Provider shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to IDBI Bank, in relation to this Agreement or the Data Entry Services and shall take appropriate precautions not to breach the privacy of IDBI Bank, customers of IDBI Bank or any third party during the course of performance of its obligations herein. The Service Provider shall not divulge any Confidential Information or any other information relating to the security or safety of the property, assets and other surveillance equipments etc. which will threaten or likely to threaten the safety or security of the property, assets and employees.
- 5.8 The Service Provider shall withdraw or shall not permit any of the Service Provider's personnel from providing the Data Entry Services if, in the sole

opinion: (a) the quality of Service provided by the personnel is not in accordance with the quality specifications stipulated by IDBI Bank and (b) it is not in the interest of IDBI Bank that such personnel of the Service Provider continue to be involved in the provision of Data Entry Services.

- 5.9 The Service Provider shall subject to the terms of this Agreement, be responsible for the selection, hiring, assigning, and supervising of the personal and shall employ the stipulated number of personnel to provide the Data Entry Services in a prompt and efficient manner.
- 5.10 The Service Provider agrees that Service Provider Personnel shall work under the supervision, control and direction of the Service Provider. The Service Provider shall be solely responsible for the all the negotiations with personnel relating to salaries and benefits, and shall be responsible for assessment and monitoring of performances and for all the disciplinary matters.
- 5.11 All employees/personnel, executives engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, IDBI Bank shall be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/death/termination) of any nature to the employees and personnel of the Service Provider. The Service Provider shall furnish such records and information as may be required by IDBI Bank in relation to the above and at such periodicity as may be specified by IDBI Bank.
- 5.12 The Service Provider shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel and ensure that its personnel are aware of the code of conduct governing the services including the Data Entry Services and resultant disciplinary action in case of breach of code of conduct by them during the course of their engagement for provision of Data Entry Services contemplated herein.
- 5.13 The Service Provider shall not exercise any lien or right of set-off of appropriation on any of the assets, properties, documents, instruments or material belonging to IDBI Bank and in the custody or which may come in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from IDBI Bank.
- 5.14 The Service Provider shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state/jurisdiction of its operation in respect of its personnel (including but not limited to Minimum Wages Act, Provident Fund laws, Women's Compensation Act, Payment of Bonus Act, Payment of Gratuity Act and such other laws of relevant state/jurisdiction) and shall establish and maintain all proper records and registers required by any law, code, practice or corporate

policy applicable to it from time to time, including records and returns as applicable under labour legislations.

- 5.15 The Service Provider undertakes that it shall not disclose Confidential Information of IDBI Bank to any third person and the Service Provider shall keep all the knowledge of the business activities and affairs of IDBI Bank strictly confidential and also ensure that neither the Service Provider nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in compensation to the activities of IDBI Bank. This clause will survive the expiration, cancellation or termination of this Agreement. The Service Provider shall enter into a Non-Disclosure Agreement with IDBI Bank regarding confidentiality of information received by either Party.
- 5.16 The Service Provider shall verify the identity and address of all its personnel by collecting documentary proof satisfactory to IDBI Bank and shall furnish the same to the Bank as and when required by IDBI Bank.
- 5.17 IDBI Bank shall be entitled to review and monitor the Data Entry Services provided by the Service Provider on a regular basis and require the Service Provider to disclose the breaches. The Service Provider shall immediately notify IDBI Bank of any breaches and leakage of Confidential Information of IDBI Bank. In such eventualities, the Service Provider shall be liable for all damages.
- 5.18 The Service Provider agrees and covenants not to use the Trademark and/or trade name of IDBI Bank or letterheads of neither IDBI Bank nor the Service Provider will hold himself as an agent of IDBI Bank. The relationship between the Service Provider and IDBI Bank being a principal-to-principal basis. The Service Provider shall not use IDBI Bank's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other IDBI Bank or person and no tenancy shall be created by the presence of his personnel on IDBI Bank's premises/establishments.
- 5.19 The Service Provider agrees that no change whatsoever in the constitution of the Service Provider during the continuance /validity of this Agreement shall impair or discharge the obligations of the Service Provider under this Agreement. The Service Provider shall forthwith upon any change in the constitution of the Service Provider, inform IDBI Bank of the change and provide such details in respect of the change and its effect, as may be required by IDBI Bank.
- 5.20 The Service Provider hereby agrees, undertakes and confirms irrevocably, unconditionally and absolutely that the entire obligation with regard to payment of stamp duty shall solely rest upon him and he shall be liable to pay adequate stamp duty in terms of the provisions of the Applicable Laws.

6. INSURANCE

- 6.1 The Service Provider shall maintain at its sole expense, throughout the tenure of this Agreement and the extensions thereto, sufficient insurance coverage in respect of all possible threats / losses that may result from the obligations under this Agreement.
- 6.2 The Service Provider also undertakes to procure at its own cost insurance to protect against any loss/damage which may be suffered by the Service Provider, IDBI Bank, as a result of any loss of any properties of IDBI Bank, due to the negligence of the Service Provider /Data Entry Operator.
- 6.3 The Service Provider shall ensure that all such insurance policies remain in force during the provision of the Services by the Service Provider Personnel.

7. INDEMNITY BY SERVICE PROVIDER

- 7.1 Service Provider hereby agrees and undertakes to indemnify, keep indemnified, defend and hold harmless the IDBI Bank and its officers, directors, employees, representatives and agents against all losses, claims, damages, penalties, costs or expenses, duties, of any kind whatsoever which may arise on account of proven warranty representations, un authorized acts, fraud, deed or against or be incurred by the IDBI Bank or its employees as a result of any act, omission or commission, negligence or any other reasons whatsoever, on the part of Service Provider or any of its Personnel/ Data Entry Operator,
- 7.2 For the purposes of this Agreement, the Service Provider shall include the Service Provider, its personnel, employees, consultants and/or other authorized persons.
- 7.3 IDBI Bank shall have no liability whatsoever for any injury to the Service Provider and/or its personnel /staff caused or suffered in the course of performance of the obligations by the Service Provider in terms of this Agreement.
- 7.4 The Service Provider shall be: a) provided prompt notice of any such claim upon such claim arising; and b) provided all reasonable co-operation and assistance by IDBI Bank to enable the Service Provider to defend or settle such claims with full corporation from IDBI Bank towards the same.
- 7.5 Each Party agrees to refrain from admitting liability or otherwise compromising any third party claim in whole or in part without consulting the other, except to the extent required by Applicable Laws.

- 7.6 The responsibility of the Service Provider to indemnify set forth in this Clause and the obligations there under shall survive the termination of this Agreement for any reason whatsoever with regard to any indemnity claims arising out of or in relation to the performance or non-performance hereof.
- 7.7 Service Provider shall be liable to pay monetary damages to IDBI Bank for any loss incurred or suffered by IDBI Bank on account of delayed/deficient/inadequate Services, loss or damage caused due to negligence, breach of trust for reasons directly and solely attributable to Service Provider or Data Entry Operator. The Service Provider shall also be responsible to settle all or any claims relating to a violation of a third party license, intellectual property right(s) or for any liability or claim for bodily injury, death or damages to real property or person. This clause will survive the expiration, cancellation or termination of this Agreement.

8. TERMINATION BY BANK

- 8.1 IDBI Bank shall be entitled to terminate this Agreement without assigning any reasons whatsoever and without payment of any costs, charges or compensation by providing a prior written notice of one month. The Agreement shall stand terminated on the expiry of the said period of one month relieving both Parties of their respective obligations, save such obligations and/or liabilities of Service Provider that, by their nature, survive the termination of this Agreement.
- 8.2 The Service Provider shall not have the right to terminate the Agreement.
- 8.3 The Data Entry Services of the Service Provider shall be reviewed on regular basis (quarterly)/ or as decided by IDBI Bank and if the Data Entry Services are found to be deficient, sub-standard and not as per the terms and conditions of the Agreement, IDBI Bank shall deduct from the monthly charges payable to the Service Provider an amount equivalent to the loss as penalty and if the deficiency continues for 15 days, IDBI Bank have the right to terminate this Agreement by giving at least one month's notice as mentioned hereinbefore to the Service Provider and IDBI Bank shall not be liable for any damages and/or loss whatsoever, which may be suffered by the Service Provider on account of termination of this Agreement.
- 8.4 In the event, any damage is caused to the movable or immovable property of IDBI Bank or the reputation of IDBI Bank, IDBI Bank reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Service Provider or from the amount payable to the Service Provider, security deposit or from performance guarantee, by IDBI Bank and the remaining amount, if any, by way of civil damages.

8.5 Notwithstanding anything herein contained, IDBI Bank may (without prejudice to any of its other right or remedies under the Agreement or in law) without any notice and assigning any reason whatsoever, terminate, the whole or any part, of this Agreement under any one or more of the following conditions:

- (i) In the event of default, breach or deficiency by the Service Provider in the performance of Data Entry Services under this Agreement, the applicable schedules and the guidelines issued by IDBI Bank to the Service Provider from time to time;
- (ii) In the event the Data Entry Services provided herein is/ are in contravention of any law and regulation, as may be applicable from time to time or industrial practice, or performs acts or omission that would under the circumstances amount to objectionable service;
- (iii) If the Service Provider does not meet or fails to meet any criterion for engaging the Service Provider for any of its activities as may be determined by IDBI Bank at its sole discretion from time to time;
- (iv) If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within 60 (sixty) days after filing and / if the Service Provider makes an arrangement for the benefits of its creditors or if the court receiver is appointed as receiver of all/ any of any the Service Provider properties;
- (v) If Service Provider fails or refuses to perform the Data Entry Services in the manner and/ or within the time frames agreed in this behalf or abandons the Services or unduly delays the performance;
- (vi) If Service Provider fails to provide adequate assurance of Service Provider's ability to meet the Good Industry Practice or the time frames of the Data Entry Services or part thereof;
- (vii) Service Provider, intentionally or unintentionally, disregards or violates any Applicable Laws or conditions of any Applicable Permits;
- (viii) Service Provider fails to correct or rectify defects and deficiencies in any Services in a timely manner, as intimated from time to time by IDBI Bank;
- (ix) If any of the representations or warranties provided by Service Provider are found to be false or incorrect;
- (x) If Service Provider breaches any other material term of this Agreement;

- (xi) If Service Provider suffers any material adverse change or material adverse effect, which is likely or calculated to hinder performance of Service Provider's obligations under this Agreement;
 - (xii) If Service Provider is threatened to be wound up or suffers any winding up or liquidation proceedings.
- 8.6 It is hereby agreed and understood by the Service Provider that the provisions of this section shall not limit neither restrict nor shall they preclude IDBI Bank from pursuing such further and other legal action, against the Service Provider for any breach or non-compliance of their Agreement. All costs, charges and expenses incurred / paid by IDBI Bank and /or the customers of IDBI Bank in account of default by the Service Provider shall be reimbursed by the Service Provider to IDBI Bank.
- 8.7 On termination and/or determination of this Agreement, as aforesaid, the Service Provider shall forthwith handover to IDBI Bank the possession of all documents, material and any other property belonging to IDBI Bank or pertaining to the Data Entry Services herein that may be in the possession of the Service Provider or any of its personnel assigned to perform the Data Entry Services under this Agreement and the Service Provider shall withdraw / remove himself and his employees, without assigning any reason.
- 8.8 If IDBI Bank decides to terminate this Agreement under the provisions of clause above, Service Provider shall, without prejudice to any other rights or remedies of IDBI Bank in this Agreement or at law or in equity, do as directed by IDBI Bank promptly hand over all materials, information, etc. in respect of which IDBI Bank shall have the right of ownership to and/or possession of under the terms of this Agreement;
- 8.9 Any money paid by IDBI Bank to Service Provider as advances prior to any termination, shall insofar as they relate to Data Entry Services not yet rendered by Service Provider at the time of termination, be forthwith refunded by Service Provider to Bank.
- 8.10 Upon such notification of termination, Service Provider shall immediately discontinue performance of the Data Entry Services (unless such notice of termination directs otherwise).
- 8.11 Notwithstanding anything herein to the contrary, IDBI Bank may withhold payments, if any, to Service Provider for the purposes of offset of amounts owed to IDBI Bank pursuant to the terms of this Agreement until such time as the exact amount of damages due to IDBI Bank from Service Provider is fully determined.

9. ADDRESS FOR THE PURPOSE OF SERVICE:

All communications between IDBI Bank and Service Provider shall be deemed to have effectively served if addressed to the following Address:

IDBI BANK LTD.
CENTRALISED CLEARING UNIT (CCU),
Tiwari House,
11-B/8, Pusa Road,
New Delhi-110005.

ADDRESS OF SERVICE PROVIDER [●]

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

10. CERTAIN DOCUMENTS TO FORM INTEGRAL PART OF THIS AGREEMENT

IDBI Bank has issued a letter bearing reference no [●] to the Service Provider in connection with the Data Entry Services and the Service Provider has communicated its absolute, unconditional and unqualified acceptance to the terms detailed therein. The aforesaid letter dated [●] forms integral part of this Agreement.

Bills / invoices and all the related documents as well as Annexure thereto along with other attachments and deviations, if any, shall be read and construed as forming integral part of this Agreement and the Parties hereto shall abide by and submit themselves to the Conditions, which are deemed to have been incorporated herein.

11. MISCELLANEOUS

11.1 No Sub-Contracting

The Service Provider covenants that it shall not sub-contract any of its responsibilities contained in this Agreement to any sub agent or subcontractor or franchise without prior written permission of IDBI Bank, which IDBI Bank may deny at its sole and absolute discretion and if IDBI Bank gives such written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its sub-contractors or sub agents.

11.2 Severability

If any of the terms, covenants or conditions thereof as to application of such term, covenant or conditions shall be held invalid as to either Party on circumstances by any court having jurisdiction, the reminder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and affect and shall continue to be valid, legal, subsisting, binding and enforceable.

In case of any change in Applicable Laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the parties re-negotiated in good faith.

11.3 Survival Of Provisions

11.3.1 In order that the Parties hereto 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.

11.3.2 The confidentiality obligations, the indemnity obligations, the governing law and jurisdiction and dispute resolution shall survive the expiration, cancellation or termination of this Agreement.

11.4 Entire Agreement

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

11.5 Assignment

This Agreement shall not be assigned either fully or in part by Service Provider to any third party without the prior written consent of IDBI Bank. IDBI Bank may at time, in whole or in part, assign or transfer or any of its rights, benefits and obligations under this Agreement to any third party without the consent of Service Provider.

11.5 Relationship Between Parties

Service Provider is serving as an independent provider/ contractor to IDBI Bank hereunder, and this Agreement creates no partnership, pooling or joint venture relationship between the Parties, and no employment relationship between IDBI Bank and the employee's consultants, representatives of Service Provider.

It is clearly understood that the Service Provider employees shall not have any employee or master-servant relationship with IDBI Bank. The personnel / employee of the Service Provider shall continue to be the personnel / employee of the Service Provider and work under its directions and shall not become or claim any employment from IDBI Bank irrespective of the location of their work. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer – employee relationship in any manner whatsoever between IDBI Bank and the Service Provider. The Service Provider acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself to be an employee or servant of IDBI Bank.

Nothing in this Agreement shall be construed as creating any contractual or other relationship between IDBI Bank and any personnel of the Service Provider, nor any obligation on the part of IDBI Bank to pay or see to the payment of any money due to any personnel.

11.6 Amendment

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights and/or remedies provided by Applicable Law.

11.7 No Waiver

The failure of either Party, at any time during the currency of this Agreement, to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

11.8 Preservation Of Documents

Service Provider shall preserve the documents, information and data relating to the Data Entry Services rendered and/or performed by Service Provider pursuant to this Agreement in accordance with the applicable legal and regulatory requirements as per the Applicable Laws applying to IDBI Bank.

The Service Provider shall execute and deliver such additional documents and shall perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transaction(s) contemplated hereby.

11.10 Headings

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

11.11 Effective Date And Validity

This Agreement shall be deemed to have come into force and effect on and from the date hereof. It shall be in force until its termination or a period as decided by IDBI Bank, from the date hereof whichever is earlier.

The Contract is valid for a period of 2 year or lesser period as decided by IDBI Bank, and thereafter it will come to an end by natural efflux of time, without any further notice to be given by IDBI Bank to the Service Provider, unless if, it is renewed in writing (up to 2 year at a time only, for maximum two terms with a total maximum period of 4 years) on mutual consent and agreed terms and conditions / terminated in writing by the parties.

11.12 Counterparts

This Agreement is executed in duplicate; the original shall be in the custody of IDBI Bank and the duplicate with Service Provider.

11.13 Rights

Any express statement of a right of a Party under this Agreement is without prejudice to any other right of the Party expressly stated in this Agreement or existing at law.

11.14 Set Off

IDBI Bank may deduct or retain out of any monies, which may be due or become due to Service Provider hereunder or otherwise, any amounts owed by Service Provider to IDBI Bank hereunder or otherwise.

11.15 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Indian law. This clause will survive the expiration, cancellation or termination of this Agreement.

11.16 Dispute Resolution

In case of any dispute, controversy claims or difference arising out of or under this agreement, the same may be brought in the Courts Tribunals at New Delhi. Final judgment against the DES Provider in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, or in any other manner provided by law. By the execution of this Agreement/ indemnity, the DES Provider irrevocably submits to the exclusive jurisdiction of such Court/ Tribunal in any such action, suit or proceeding.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the reminder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement including any such provision in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by Applicable Laws.

This clause will survive the expiration, cancellation or termination of this Agreement.

The Service Provider shall not be entitled to suspend the provision of this Agreement or providing/ rendering the Data Entry Services, pending resolution of any disputes between the Parties shall continue to render the Services in accordance with the provisions of this Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date, month and year hereinabove written.

Signed and delivered by the within named

For IDBI Bank Ltd.

(_____)

Signed, sealed and delivered by the within
Named

FOR _____

(_____)

ANNEXURE - A

BILLING & PAYMENT SETTLEMENT SCHEDULE

1. All the bills pertaining to the services to be rendered by the OS Vendor to IDBI Bank would be controlled centrally at its Corporate Office, Mumbai.
2. The Central Office of the OS Vendor would obtain online and collate the attendance / the details of the number of days outsourcing services are rendered at the location of the Bank and submit consolidated bill towards cost of services that shall include all amounts paid and payable by the OS Vendor to the associates deployed by way of salary, statutory benefits such as Provident Fund, ESI, Maternity Benefit and all periodic labour welfare payments as per applicable laws (both soft and hard copy) and service charges at the applicable rate of total Cost To Company (CTC) as agreed upon, latest by 2nd of the following month to IDBI Bank for all services rendered under the Agreement.
3. The corporate office of IDBI Bank will process the consolidated bill and pay the same after due verification to the extent found in order in accordance with the terms of agreement.
4. In case of any discrepancy, the same would be resolved between IDBI Bank and the OS Vendor before the end of the following month and would be finally settled along with payment of bills pertaining to next month.
5. The OS Vendor shall submit a “No Dues Certificate” along with the consolidated bill in respect of previous period, in the form and manner prescribed by IDBI Bank, certifying settlement of all previous bills except those specifically mentioned in the said “No Dues Certificate”.

The Format of the bills shall be as follows:

Covering letter would state the billing month, net amount and the summary of all the amounts payable by way of salary, statutory benefits such as Provident Fund, ESI and other periodic labour welfare payments as per applicable laws for that month.

SECTION IV

SPECIFICATION OF SERVICES

Table of Contents

1. Introduction
2. Scope of Work/Specification of Services

1. INTRODUCTION

The purpose of the present RFP (Request For Proposal) for inviting bids is to select Data Entry Service Provider (hereinafter referred to as DES Provider/s) for IDBI Bank. The above services are required for its Centralized Clearing Unit (CCU) at IDBI Bank, New Delhi. IDBI Bank proposes to engage competent, qualified and experienced agencies to provide data entry operating services.

IDBI Bank recognizes that this is an extensive undertaking and requires a committed response. Therefore the DES Provider should have to know its vision to provide top quality DEOs for providing the Services. To this end, the response to the RFP needs to be focused on commitment. Clear understanding of proposed process and to achieve the service levels at all the locations as delegated to the DES Provider.

2. SCOPE OF WORK/ SPECIFICATION OF SERVICES

2.1 List of Services:

The list of Services to be provided to IDBI Bank is given below;

➤ Inward Clearing

The average per day volume of inward clearing at CCU Delhi is 25,000 cheques which may go upto 50,000 on peak days. The work to be performed is as under-

- # Payee details entry according to the image - entry should be done without any change in the spelling and in if any case wrongly imported automatically by the system, should be referred to the image of the cheque and necessary correction and modifications should be done.
- # Cheque date entry - should be done in the same format as prescribed in the system aligning with date in the instrument. The date field should not be left blank or incomplete until the same is likewise in the image of the cheque.
- # Account number entry - should be done based on the image of the cheque and should not be left blank under any circumstances. If any image the cheque is not clear the account number as advised by the concerned official of CCU should be entered.
- # MICR Repair - Some inward cheques due not bad micr field updation or OCR reading will be coming under the MICR repair Queue in the system for which suitable data entry and modification should be done according to image of the cheque.

- **Any another matter pertaining to data entry as and when required by RBI to be complied with.**

The service provider undertakes to and shall do all of the above so as to ensure that all cheques taken by the service provider are processed for clearing on the same banking business day as they were taken and are prepared and delivered sufficiently in time for clearing on the same clearing banking business day.

2.1.1. Depending upon the requirements of IDBI Bank's CCU/offices, the DES Providers would provide well trained, qualified, skilled and experienced Data Entry Operators (DEOs) to provide the Data Entry Services to IDBI Bank at CCU /offices of IDBI Bank. The DEOs shall render and perform the Data Entry Services with utmost care and diligence in terms of the Service Agreement entered into between the successful Bidder and IDBI Bank.

2.1.2 The DEOs so engaged for the services of IDBI Bank shall be the employees of the DES Provider and shall take their remuneration/wages from DES Provider. DEOs provided by DES Provider will have no claim of whatsoever nature including monetary claim or any other claim or benefits from IDBI Bank.

2.1.3. The DEOs shall be under the direct control and supervision of the DES Provider and it would be the responsibility of the DES Provider to provide Services as per the specification provided by IDBI Bank from time to time. However, DEOs who are at the premises of IDBI Bank shall comply with the oral and written instructions being given on day to day basis by the officer(s) authorized by IDBI Bank from time to time. The DEOs shall be bound by office timings, duty, placement, locations, etc., as decided by IDBI Bank.

2.1.4. The DES Provider shall furnish to IDBI Bank the full particulars of the DEOs , including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such DEOs from their ex-employer/Police, and also ensure that they possess the requisite technical/educational qualifications and experience for rendering the requisite services to IDBI Bank.

2.1.5. The DES Provider shall be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of DEO. Any liability arising under Municipal, State or Central Government laws and regulations will be the sole responsibility of the DES Provider and IDBI Bank shall not be responsible for any such liability. The DES Provider shall comply with all rules and regulations regarding safety and security of its employees and IDBI Bank shall in no way be responsible in any manner in case of any mishap to its DEOs.

2.1.6 During the subsistence of the contract, IDBI Bank shall not undertake any monetary liability other than the amount payable to the DES Provider for the services of DEOs provided by them. In case the DEOs provided by DES Provider do not attend the work at any time for whatever reason, the DES Provider shall make alternate arrangements at no extra cost to IDBI Bank so that the daily work of IDBI Bank CCU/Offices shall not get affected. IDBI Bank shall be free to make alternate arrangements for the services and the cost of which shall be recovered from the DES Provider.

2.1.7 The DES Provider shall be responsible for any loss, theft or damage to the life and/or property of the employees of IDBI Bank and/or property of IDBI Bank, if such loss, theft or damage is on account of default, negligence and/or lapse of the DEOs of the DES Provider and shall be compensated by the DES Provider.

2.1.8. The DES Provider shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The DES Provider shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable with regard to performance of the Services or touching upon the Contract including but not limited to Minimum Wages Act, 1948, Bombay Shops and Establishment Act., ESI Act, 1948, Provident Funds and Miscellaneous Provisions Act, 1952, Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. The DES Provider shall be responsible for payment of Provident Fund and other payments due to its employees/DEOs deployed at IDBI Bank offices. The DES Provider shall supply a copy of confirmation from its employees/DEOs regarding acceptance of employment at agreed wages in advance.

2.1. 9 If the DES Provider fails to provide satisfactory performance, IDBI Bank shall be at liberty to terminate the contract and withhold Bid Security and Performance Guarantee from the balance payment of the DES Provider. IDBI Bank reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.

2.1.10 The DES Provider conforms that it holds valid licenses, registration and permission that are required under applicable Laws for carrying out this activity. The DES Provider shall comply with all applicable Laws in performing its obligations including procurement of licenses, permissions, certificates, payment of taxes, if required.

2.1.11 The DES Provider shall not assign the agreement and or and of its obligations under the agreement to any third party without prior written permission of the Bank.

2.1.12 The DES Provider shall agree to indemnify and hold IDBI Bank harmless from all losses, claims, damages, costs, taxes, duties, penalties, interest, charges and

expenses of any kind to which IDBI Bank may be subjected to on account of any proven warranty, representations, unauthorized acts, fraud, deed or thing done by the DES Provider and its employees, officers, agents, and DES Provider shall be liable for consequent damages that IDBI Bank may suffer.

2.1.13 The successful bidder shall have to enter into an agreement with the Bank within 15 days of the acceptance of the bid.

2.1.14 The employees /DEOs of DES Provider shall, at all times, be polite, courteous, respectful and responsive to customers, clients, officers/employees of IDBI Bank.

2.1.15 In case of any dispute, difference or question which may at any time arise between the parties hereto, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and prior to pursuing litigation use a mutually acceptable alternative dispute resolution process. In case of any dispute, controversy claims or difference arising out of or under this agreement may be brought in the Courts/Tribunals at Delhi. Final judgment against the DES Provider in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, or in any other manner provided by law.

2.1.16 The invalidity or unenforceability of any provision of this RFP/Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the reminder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement including, any such provision in any other jurisdiction, it being intended that all right and obligations of the parties hereunder shall be enforceable to the fullest permitted by applicable laws.

SECTION V

BID FORMS

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1. Covering Letter for Technical BID
(To be enclosed in Technical Bid Envelope)

Date:

Dy. General Manager,
IDBI Bank Ltd.
Centralised Clearing Unit (CCU),
Tiwari House,
11-B/8, Pusa Road,
New Delhi-110005.

Dear Sir / Madam:
Reg: Provision of Data Entry Services to IDBI Bank Ltd.
Ref: [•]

Having examined carefully and understood the terms of the Request For Proposal document, the Scope, Eligibility Criteria and other terms and conditions as stipulated in the RFP thereto, we, the undersigned, in conformity with the RFP Document, offer to provide the Services as defined and described in the RFP Document, on the terms and conditions mentioned in the RFP Document and for the sum / price indicated as per financial bid as bid by us throughout the Contract Period.

2. We agree that we would open a fresh account with the specified Branch of IDBI Bank Ltd. for covering all transactions relating to all data entry operations with IDBI Bank Ltd. throughout the period of contract.

3. We agree and undertake to abide by the bid terms of IDBI Bank including the rates quoted therein for the orders awarded by IDBI Bank up to the period prescribed in the Bid, which shall be final, conclusive and remain binding upon us.

4. We agree to execute the Agreement as per the format given in this RFP and until the same is executed, this Bid, together with relevant documents duly initialed/executed shall constitute a binding contract between us.

5. We agree and undertake that (if the bid is successful & accepted by you) and after execution of the Agreement as part of the above contract, we will strictly observe the laws *inter alia*, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

6. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue / re-commence/ cancel/ annul or abandon the Bid process. Any decision in this regard by you shall be final, conclusive and binding on us.

7. We enclose a demand draft of Rs. 2,00,000/- (Rs. Two lacs only) towards Bid Security, in favour of "IDBI Bank Limited." drawn on [•],[•] Branch payable at Delhi. We understand that the Bid Security will be refunded to the successful Data Entry Service Providers within 90 days of completion of contract period. In

case of unsuccessful DES Provider, the bid security amount will be refunded within 90 days of date of closure of bid. We have noted that Bid Security amount shall not carry any interest.

Dated this [•] Day of [•] 2014

(Signature)

(Name)

(In the capacity of)

2. ORGANIZATION PROFILE

Organization Profile of DES Provider (To be Included in Technical Bid)

Sr No.	Particulars	To be updated by OS Vendor
1	Name of the Organization	
2	Name(s) of the Partner(s) / Director(s) of the firm	
3	Date/Year of Establishment	
4	If joint Venture, then specify name of Partners in JV	
5	General details	
a	Shop & Establishment Number	
b	Sales Tax Registration Number	
c	Tax deducted at source (TDS) Number	
d	Income Tax (Permanent Account Number) (PAN)	
e	Income Tax Ward Number	
6	Name(s) of the Key Personnel (Business)	
7	Name(s) of the Key Personnel (Operations)	
8	Employment Details	
a	Provident Fund Registration Number	
b	Employees State Insurance	
c	Registration Number	
d	Total No. of Employees on the rolls of Vendor	
e	No. of persons deployed for IDBI (if any)	
f	Integrity Check of Employees: (Yes/No) – Please elaborate	
g	Police Verification of each employee	
h	Do you maintain Salary/Muster Roll?	
i	Do you issue Appointment Letters to all your employees?	
j	Do you issued Termination Letter to all ex-employees?	
k	Do you maintain records of people, who have left your firm/company?	
l	Do you conduct any Training programs - Please elaborate	

9	Sample copy (photo copy) of the following to be attached	
a	Company Identity Card	
b	Muster roll maintained	
c	Appointment letter	
d	Termination letter	
e	Police Verified Certificate	
f	Salary Slip	
10	Insurance cover / Limit per event	
	Fidelity Guarantee Insurance – Details	
11	Business Details	
a	List of Esteemed Customers	
b	Services Provided	
c	Total No. of Banks availing Data entry services	
12	Details of the Accounts maintained with IDBI Bank Ltd	
	City wise / Account nos	

Note: Please enclose the following documents

- i) Copies of Audited Annual Report along with Director's report and Auditors report for the last two financial years.
- ii) Certificate of Financial Soundness from Bankers. The Certificate of Financial Soundness from Bankers can be in the form of "Solvency Certificate" from the Bank for an amount of Rs. 2 crore.
- iii) Copy of "Income-Tax returns" (duly acknowledged by IT) and last "IT Assessment Order"
- iv) Copy of "Service Tax Registration Certificate"
- v) OS Vendor should provide proof of registration/licence as registered contractor with Labour Commissioner under "Contract Labour (Regulation & Abolition) Act".
- vi) Referral Letters from Clients mentioned above.
- vii) Satisfactory performance Certificate from 2 clients.

Signature of OS Vendor : _____

Name : _____

Business address : _____

Place:

Date:

The affidavit should be duly stamped as per the applicable local stamp laws duly **Notarized** (Rs.100/-)

3.AFFIDAVIT/ UNDERTAKING

Offer for Selection of Data Entry Service Agency for providing data entry services to IDBI Bank's Offices / Branches

Dear Sir/ Madam,

1. Having gone through the RFP for Data Entry Services, I / We hereby offer for empanelment, our Company / Firm as Data Entry Service Provider in conformity with your requirement.
2. It is certified that the information furnished here in and as per the documents submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information/ documents.
3. Further, in the event of our Company / Firm being selected for providing services with IDBI Bank as service provider, I/we agree to enter into and execute the necessary contract agreement as per the format specified by IDBI Bank. I am/ we are aware that the empanelment does not guarantee any work order or business to be necessarily given by IDBI Bank. In the event of getting a contract, I/We agree to comply with all terms stated with agreement and discharge the entire obligation with due diligence, efficiency & timeliness, as required by the Bank.
4. We, the Bidder fully understand that any attempt to visit or meet Top management officials of the Bank (also verifiable from Bank CCTV) after issue of public notice and till finalization of the RFP for Data Entry Services, it shall be construed by the Bank as an unlawful attempt by the bidder to influence the RFP/ Bid process and may invite disqualification from bidding/ punitive action. Only one authorized representative of each bidder would be permitted to visit for submitting the RFP Document/ or when called by the Bank.
5. I/we fully understand that the Empanelment/ provision of services, shall be for only 2 year (Extendable by 2 years at a time, solely at the discretion of IDBI Bank) from the date of intimation letter issued by IDBI Bank and the maximum period for which data entry services shall be provided by the agency and shall Not exceed a total of [4] years (including extension), or as decided by the Bank.
6. We further understand and certify that all our security deposit with IDBI Bank shall stand forfeited permanently besides our agency/ company being blacklisted and our contract terminated immediately at all locations, if we at any time, resort to/ are found to be using any unethical/ unlawful business practices

or means including blackmailing or malafide use of electronic devices like camera, recordings etc. It shall also include the orchestration & tie up for use of various pressures, from Govt. officials/ politicians/ labour department officials etc, on the Bank, for promoting/ furthering/ growing own business or attempt to reverse termination/ ending of contract, by using the above mentioned means. It shall also include engineering filing of frivolous cases in the court or managing a stay order from court – against the Bank, with an aim of somehow, continuing the services to the Bank and continue to obtain business and payments from the Bank during the period of stay order.

Thanking you,

Yours faithfully,

Signatures of Authorized Signatory /Permanent Director/Chairperson of the Company

Name:

Designation:

Company/Common seal

Address:

Notary Seal

4. DES Providers Client Details :

- a. Referral letter to be attached from at least 2 (of which one should be a commercial bank or insurance company or registered NBFC) clients evidencing satisfactory service by the OS Vendor.
- b. Details of the client at least 3 (of which one should be a commercial bank or insurance company or registered NBFC)

Details of the clients (Minimum three)

Client/ company Name	Postal Address, Telephone, E-Mail, Mobile No. and Contact Details of the Director/ Vice President/ Proprietor at Client's office	Scope of Service	Centers/ cities where services are being provided

5.Bank Détails (of Bidder) :
(to be included in Technical Bid Envelope)

1	Name of the Bank	
2	Address of the Bank	
3	Contact Person	
4	Telephone No.	
5	Fax No / e-mail	
6	Details of :- Over Draft Limit/ Credit Limits/ Borrowings/ Loans	

Corporate Authorization details.

Note: This statement has to be duly attested by the banker.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Bankers Attestation

Signature:

Name of the Authorized Person:

Designation:

Banker Seal:

(Copies of All authorizations should be attached).

**6.Confirmation of Infrastructure Availability Details of the Bidder :
(to be included in Technical Bid Envelope)**

Sr No.	Details	Yes/ No
1	Recruitment Facilities	
2	Legal / Compliance capabilities	
3	Infrastructure to extend on line support	
4	Supporting staff / facilities to provide other administrative support to the branches	

7. Instructions for Filling Technical Bid Criteria (Part I To Part-IV)

1. All Details as specified have to be filled and no space should be left blank.
2. Where there is insufficient space, an additional Sheet may be attached with a company seal with signature of director on it.
3. All supporting documents should be attested.
4. Legal affidavit/ undertaking on Rs.100/- denomination court stamp paper as per format attached have to be submitted. It should be duly notarized with seal, prior to submission.
5. There should be only one tick mark against each criterion. It should be either YES or NO but not both.

8. COVERING LETTER FOR FINANCIAL BID

(To be included in Financial Bid Envelope)

Date.....

To
IDBI Bank Limited,
Centralised Clearing Unit,
Tiwari House,
11-B/8, Pusa Road,
New Delhi-110005.

Dear Sir,

Provision of Data Entry Services for IDBI Bank Ltd.

1. After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, offer our services to IDBI Bank's CCUs/offices in conformity with the said Bid Documents.
2. We agree and undertake, if our Bid is accepted, to deliver and commission the Services, in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree and undertake to abide by the bid terms of IDBI Bank including the rates quoted therein for the locations awarded by IDBI Bank up to the period prescribed in the Bid, which shall be final, conclusive and remain binding upon us.
4. We shall sign the Agreement in the format specified in this RFP (Request for Proposal) Document and until the same is executed, this Bid, together with relevant documents duly initialed / executed shall constitute a binding contract between us.
5. We agree and undertake that, in competing for (and, if the bid is accepted by you) the above contract, we will strictly observe the laws *inter alias*, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all the applicable laws.
6. We agree and confirm that you are not bound to accept the **lowest or any Bid** you may receive and you also have the right to re-issue / re-commence/ cancel the Bid process. Any decision in this regard by you shall be final, conclusive and binding on us.

Dated this [•] Day of [•]

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign bid for and on behalf of (Company/Bidder) [•]

9. FINANCIAL BID FORMAT

Sr. No.	Scope of Work	Proposed Rate per Instrument
1	Inward Clearing (Each Cheque as a document)	

Total number of characters in a document will be 56. According to last 6 months, data characters to be keyed in manually will be approximately 22 per instrument. Considering the volume band (25,000-50,000) the characters to be keyed in per day will be approximately 550000-1100000.

Price Schedule – Format:

(To be included in the Price Proposal)

- a. Having perused the Bid Document, the receipt whereof is hereby duly acknowledged, we, the undersigned, offer our Services as OS Vendor, in conformity with the said Bid Documents at service charges mentioned in the financial bid.
- b. The above fees include all costs, duties, levies, taxes and all other applicable charges including local traveling expenses, cost of stationery, assisting IDBI Bank in replying to inspection and audit remarks of IDBI Bank, if any, etc. SERVICE TAX SHOULD BE EXCLUDED FROM THE QUOTED PRICE.
- c. The total price (as percentage) arrived at, be taken in to consideration to evaluate the bid.
- d. In case of discrepancy between figures and words, the amount in words shall prevail.
- e. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the tenure of the Agreement.
- f. For the above, any decision of IDBI Bank, in this behalf shall be final and binding on IDBI.

Signature of OS Vendor :
 Name :
 Business address :
 Offices Seal :

Place :

Date :

10. DEED OF INDEMNITY

This Deed of Indemnity(Agreement) executed at New Delhi on the [*] day of [*] (month, year)

BY

M/s. [●] (name of data service agency), a company registered under Companies Act, 1956 and having its Registered Office at [●][●] (hereinafter called “DES Provider / Obligor” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and permitted assigns)

IN FAVOUR OF

IDBI BANK LIMITED, a company registered under the Companies Act, 1956 (1 of 1956) and 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, context or meaning thereof be deemed to mean and include its successors and assigns).

WHEREAS

1. The DES Provider has:

- (i) Offered to provide to IDBI Bank the Services as defined in the Agreement dated [●] made between the DES provider and IDBI Bank (the Agreement) and the Bid documents and other related documents (the Said Documents), subject to certain terms, conditions, covenants, provisions and stipulations contained therein.
- (ii) Represented and warranted that they have all permissions, consents, approvals, no objections from all authorities, both regulatory and non-regulatory, statutory for performing/ rendering the Data Entry Services to IDBI Bank contemplated under the Said Documents and further represented and warranted that the Services offered to the IDBI Bank do not violate any provisions of the applicable laws, rules, regulations or guidelines or contracts including but not limited to legal, environmental, relating to fire arms under the various statutes. In case there is any violation of any applicable laws, rules or regulations or contractual provisions or instructions or guidelines issued by any governmental or regulatory authority, which is capable of being remedied, the same will be got remedied immediately during the period of rendering the Services/ tenure of the Agreement to the satisfaction of IDBI Bank;

- (iii) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contractual arrangement(s) with IDBI Bank under the Said Documents;
 - (iv) Relying and based on the aforesaid representations and warranties of DES Provider / Obligor, IDBI Bank has agreed to avail the Services of the DES Provider / Obligor on the terms and conditions contained in Agreement with the DES Provider;
1. One of the conditions of the Agreement/ the Said Documents is that the DES Provider is required to furnish an indemnity in favour of IDBI Bank indemnifying IDBI Bank against any loss, costs, expenses, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the rendering/ performing of the Services envisaged under the Said Documents as also for breach committed by the DES Provider on account of misconduct, omission and negligence by the DES Provider.
 2. In pursuance thereof, the DES Provider has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing.

NOW THIS AGREEMENT WITNESS AS UNDER –

1. In consideration of IDBI Bank having agreed to award the Bid and the premises narrated hereinabove, relating to providing Services of the DES Provider on the terms and conditions contained in the Agreement/ the Said Documents, more particularly described and stated therein, the DES Provider do hereby agree and undertake that:
 - (i) The DES Provider shall, at all time hereinafter, save and keep IDBI Bank harmless and indemnified, including its respective directors, officers agents, representatives, and employees, etc. and keep them indemnified from and against any claim, costs, damages, demands, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Services or the Said Documents and any damage caused from and against all suits, litigations, proceedings and other actions that may be threatened, instituted, taken or preferred against IDBI Bank including its respective directors, officers, agents, representatives, and employees, etc. by whomsoever and all losses, claims, damages, costs, charges, and expenses that IDBI Bank including its agents, representatives, officers, directors and employees, etc. may incur or suffer by reason of any such claim/ demand made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, costs, expenses, 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, rules, regulations,

guidelines, administrative instructions and also from the damages, if any, arising from fraudulent or criminal acts as well or any omissions, which may occur while performing the Services or otherwise under the Said Documents.

- (ii) The DES Provider further agrees and undertakes that the DES Provider shall, during the contractual arrangements under the Said Documents, ensure that all the permissions, authorizations, consents, no objections and approvals are obtained and shall keep in force during the currency of aforesaid contractual arrangement from the local and / or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
 - (iii) If any additional approval, consent, no objection or permission is required by the DES Provider to execute and perform the Agreement or Services under the Said Documents, they shall procure the same and/ or comply with the conditions stipulated by the concerned authorities without any delay.
 - (iv) The obligations of the DES Provider herein are irrevocable, absolute and unconditional, in cash case irrespective of the value, genuineness, validity and regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of IDBI Bank or DES Provider or any other circumstance whatsoever which might otherwise constitute a discharge or defense of IDBI Bank.
 - (v) The obligations of the DES Provider under this Agreement shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the DES Provider from any of the obligations under this indemnity or prejudice or diminish the obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to IDBI Bank).
2. This indemnity shall survive the Agreement.
 3. Any notice, request or other communication to be given or made under this Agreement/ indemnity shall be in writing addressed to either party at the address as stated above.
 4. This indemnity shall be governed by, and construed in accordance with, the laws of India. The DES Provider irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to any of this Agreement/ indemnity may be brought in the Courts/ Tribunals at New Delhi. Final judgment against the DES Provider in any such action, suit or

proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, or in any other manner provided by law. By the execution of this Agreement/ indemnity, the DES Provider irrevocably submits to the exclusive jurisdiction of such Court/ Tribunal in any such action, suit or proceeding.

5. IDBI Bank may assign or transfer all or any part of its interest herein to any other person. DES Provider shall not assign or transfer any of its rights or obligations under this Agreement / indemnity, except with the prior written consent of IDBI Bank.

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

Signed and Delivered on behalf of [●])
by the had of [●],
[●], the authorized official of the DES Provider)

Notes:

1. To be stamped as an indemnity bond in accordance with the local stamp laws at the place of execution.
2. Relevant authorizations to be collected in case of (a) company – certified copy of the relevant board resolutions, power of attorney, certified copy of the latest memorandum and articles of association be obtained (b) partnership – copy of the partnership deed together with the registration extract evidencing registration of the partnership firm, letter of authorization/ mandate from the partnership firm authorizing the execution of documents on behalf of the partnership firm, power of attorney, if any.

**11. POWER OF ATTORNEY
(On Stamp Paper of relevant value)**

Know all men by these presents, we (name of the company) [•] (address of the registered office) [•] do hereby appoint and authorize Mr. [•] (full name and residential address) who is presently employed with us and holding the position of [•] as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for providing Data Entry Services, in response to the RFP (Request for Proposal) by IDBI Bank Ltd (hereinafter referred to as IDBI Bank), including signing and submission of all documents and providing information/responses to IDBI Bank in all matters in connection with our bid / offer.

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

Dated this [•] day of [•] 2014
For [•]

(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date: [•]

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

12.Undertaking

The Undertaking should be duly stamped as per the applicable local stamp laws duly Notarized (Rs.100/-)

1. It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and is liable to any punitive action for furnishing false information / documents.
2. It is further certified, that we have not modified any text/ matter in the bid document.

Dated this [•]/[•]/ 2014

Signature

(Company Seal)

[•] In the capacity of

Duly authorized to sign bids for and on behalf of:

13. Non-Disclosure Agreement

(On Stamp Paper of appropriate value)

This Non-Disclosure Agreement (Agreement) entered into and executed at New Delhi on this [*] day of [*].

BETWEEN

IDBI BANK LIMITED, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called "IDBI 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 Data Entry Service provider) of [●] (Please specify the location of registered office of the DES Provider) (hereinafter called "the DES Provider" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

WHEREAS, the DES Provider is aware and confirms that the information, data, drawings lists, scope of work, and other documents made available in the Bid Documents/the Agreement and regarding the Services as furnished by the DES Provider, or otherwise and the DES Provider is aware that all the Confidential Information under the Bid Documents/the Agreement is privileged and strictly confidential and/or proprietary to IDBI Bank Ltd.

For the purpose of this Agreement, "Confidential Information" shall mean and include all tangible and intangible information obtained/received/gained/developed or disclosed to DES Provider and/or Data Entry Operators (DEOs), including all details, documents, data, business/customer information and the IDBI Bank's practices and trade secrets that DES Provider and/or DEOs may be, privy to, shall be treated as absolutely confidential.

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

It is hereby agreed as under:

1. The parties agree that they shall hold in trust any Confidential Information received by either party, under this Agreement, 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 Agreement and only as permitted herein;
 - (ii) Make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) Restrict access and disclosure of confidential information to such of their employees, agents, DES Providers and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) Treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt. In the event of earlier termination of this Agreement, the parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2))] years from the date of such termination.
2. Any other use of such Confidential Information by any party shall be made only upon the prior written consent from an authorized representative of the other party, which wishes to disclose such information or pursuant to subsequent agreement between the parties hereto.
3. Confidential Information in oral form must be identified as confidential at time of disclose 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 Agreement;
 - (iii) Is in 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.
- 4. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.
- 5. Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Agreement may require the DEOs to be present on premises of IDBI Bank or may require the DEOs to have access to currency for onward transit or processing and databases of IDBI Bank while on or off premises of IDBI Bank.
- 6. It is understood that it would be impractical for IDBI Bank to monitor all information made available to the DEOs under such circumstances and to provide notice to the DES Provider of the confidentiality of all such information. Therefore, the DES Provider agrees and undertakes that any technical or business or transit or other information of IDBI Bank that the DEOs, or agents acquire while on IDBI Bank premises, or through access to IDBI Bank offices or databases while on or off IDBI Bank premises, shall be deemed Confidential Information.
- 7. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party and its affiliates, successors and assigns. Upon termination of this Agreement, 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.
- 8. 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 Agreement without the prior written consent of the other party. The obligation 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 Agreement.

9. The parties agree that it would be impossible or inadequate to measure and calculate the disclosing party's damages from any breach of the covenants set forth herein. Accordingly, the parties agree that in event of breach of any of the covenants contained in this Agreement, the affected party will have available, in addition to any other right or remedy available, the right: i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and ii) to specific performance of any such provisions of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and the parties hereby consent to the issuance of such injunction and to the ordering of specific performance.
10. If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party will bear its own expenses, including the attorney's fees and other costs incurred in such action.
11. The provisions hereunder shall survive termination of the Agreement.
12. This Agreement will be binding upon the successors and/or assigns of the parties, provided however that neither party shall assign its rights or duties under this Agreement without the prior written consent of the other party.
13. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the parties.

Authorized Signatory
(Name of the DES Provider)

Name : [●]

Designation : [●]

Office Seal : [●]

Place : [●]

Date : [●]

14. PERFORMANCE BANK GUARANTEE

Bank Guarantee No. [•]

Bank Guarantee Amount [•]

Expiry Date [•]

Claim Amount[•]

Account [•]

M/s. [•]

GUARANTEE FOR PERFORMANCE OF CONTRACT AGREEMENT

THIS GUARANTEE AGREEMENT executed at [•] this [•]day of [•] **Two Thousand and Fourteen**

BY:

[•] Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1970/1980, having its Registered Office/ Head Office at [•], and a Branch Office at [•] (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

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

WHEREAS IDBI Bank had called for the bids for engagement of Data Entry Service Provider and for the purposes M/s[•] have been appointed as the Service Provider/Vendor (hereinafter referred to as " Vendor") and accordingly has entered into Contract / Agreement on [•] (Date) IDBI

Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as “the said documents”, the IDBI Bank has agreed to avail from M/s[•]and M/s[•]has agreed to provide to IDBI Bank, Data Entry Services, more particularly described in Service Agreement and Request for Proposal (RFP) (hereinafter collectively referred to as “the Services”), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

(1) The guarantor hereby agree and guarantee that the Vendor shall faithfully observe and perform all the terms and conditions stipulated in the Contract / Agreement and the said documents.

(2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to IDBI Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of Rs [•] against any loss, costs, damages, etc. suffered by IDBI Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or

without any reference to the Vendor. Any such demand or claim made by IDBI Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between IDBI Bank and the Vendor or any dispute between IDBI Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of IDBI Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by IDBI Bank, in writing.

(4) IDBI Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to IDBI Bank, and on account of the said failure what amount has become payable by the Vendor to IDBI Bank under this Guarantee. The decision of IDBI Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand IDBI Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this Guarantee, IDBI Bank, may act as though the Guarantor was the principal debtor to IDBI Bank

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

- (a) any change in the constitution or winding up of the Vendor or any absorption, merger or
- (b) amalgamation of the Vendor with any other company, corporation or concern; or
- (c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- (d) acquisition or rationalization of the Vendor and / or of any of its undertaking(s) pursuant to any law; or
- (e) any change in the constitution of IDBI Bank / Vendor; or
- (f) any change in the setup of the Guarantor which may be by way of change in the constitution,
- (g) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and / or Indemnities or any irregularity in the exercise of such powers.

(7) IDBI Bank shall be at liberty to make any modification or otherwise vary or alter the said terms & conditions and / or rules or regulations concerning the invitation of bids, bidding process or awarding of the contract under the RFP document and the same will not in any way discharge or otherwise vitiate or affect this Guarantee. However, the liability of the Guarantor shall not exceed the guaranteed amount of Rs. [•] at any point of time.

(8) Any act or omission, time or indulgence granted by IDBI Bank to the Vendor and / or Guarantor if any will also not discharge this Guarantee or otherwise vitiate or affect or prejudice this Guarantee.

Notwithstanding anything to the contrary contained herein, and / or any indulgence shown by IDBI Bank, the Guarantee hereby furnished shall remain in full force and effect until the ultimate balance of the entire dues of IDBI Bank being Rs[•] under this Guarantee as aforesaid have been paid in full.

(9) The Guarantor shall on demand make the payment without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government or any political subdivision or authority and therein and thereof.

(10) The Guarantor confirms that a mere letter from IDBI Bank under the signature of its Authorized Signatory that there has been a default/failure on the part of the Vendor in faithfully observing and performing the terms, conditions, covenants, stipulations, provisions, of the Agreement/ the said documents, shall without any other or further proof be final, conclusive and binding on the guarantor.

(11) This bank guarantee shall be valid upto [•]

(12) The Guarantor hereby agree and undertake to extend the validity period of this guarantee for a further period as decided by IDBI Bank when such request is received at least 15 days before the expiry validity period of the guarantee.

(13) This guarantee shall be binding upon us and successors –in -interest and shall be irrevocable.

(14) Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rupees [•] (Rupees [•] only) This Guarantee will expire on [•]. Any demand or claim in writing under this Guarantee must be received by the Guarantor on or before [•] (please note to mention the date which would be three months after the expiry of

validity period of bank guarantee).For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising therefrom the courts of **New Delhi where IDBI Bank has its Registered Office** shall alone have jurisdiction to the exclusion of all other courts.

(15) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising **there from the Courts of New Delhi where IDBI Bank has its Office shall alone have jurisdiction** to the exclusion of all other courts.

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

SIGNED AND DELIVERED BY
the within named Guarantor,
[•],
by the hand of Shri. [•],
its authorised official.

***** END OF TENDER DOCUMENT *****