

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SUPPLY, INSTALLATION, CONFIGURATION, TESTING, COMMISSIONING,  
WARRANTY AND MAINTENANCE OF MANAGED NETWORK SWITCHES WITH  
NETWORK CONFIGURATION AND CHANGE MANAGEMENT(NCCM) SOFTWARE  
FOR BRANCHES, OFFSITE ATMs AND ADMINISTRATIVE OFFICES**

**INFORMATION TECHNOLOGY DEPARTMENT,  
INDIAN BANK, CORPORATE OFFICE,  
254-260, AVVAI SHANMUGAM SALAI CHENNAI – 600014**



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1. Indian Bank is premier Public Sector Bank with over 2800 branches, 2800 ATMs plus BNAs and having a business of above Rs.4,00,000 crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through branches in Singapore, Colombo and Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking solution has been implemented in all the branches. The bank has installed 2800 ATMs & 900 BNAs, introduced Debit cards, Credit cards and exclusive credit card "Bharat Card" for common man – first of its kind in the banking industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking, etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.
2. The Bank invites bids from eligible bidders for Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices.
3. The cost of the bid document is Rs.10,000/-(Rupees Ten thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD along with technical bid.

Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all working days.

**Information Technology department,  
Indian Bank, Head Office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai – 600001  
Phone Nos. 044-2526 9724, 2527 9813/15  
e-mail: [KEERTHIVASAN.P@indianbank.co.in](mailto:KEERTHIVASAN.P@indianbank.co.in)  
[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in)  
[prapoorna.kota@indianbank.co.in](mailto:prapoorna.kota@indianbank.co.in)  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in)**

4. Bids must be delivered to the address given below, at or **before 15.00 hours IST on 20.03.2019** and must be accompanied by a **Bank Guarantee of INR 60,00,000/-(Sixty lakhs)**.

**Chief Manager  
Indian Bank, Corporate Office,  
Expenditure Department, First Floor, A Wing  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014**



Late Bids will be rejected. **Part I (Technical Bid) will be opened** for evaluation by the Bank at **15:30 Hours on 20.03.2019** in the presence of the

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bidders. All bidders are requested to send their representatives to attend the bid opening process.

**5. Please note that**

- i. The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- ii. The Bank is not bound to accept any of the proposals submitted and the bank has got the right to reject any proposal/annul the tendering process without assigning any reason therefor.
- iii. The Bank can extend the last date for submission of bid.
- iv. The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid
- v. Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- vi. Interested Bidders who has submitted the bid, may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction.
- vii. All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- viii. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy Issued by Government of India:

As per the above policy, MSEs are also exempted from payment of cost of bid documents and submission of bid security. To avail the benefit, the bidder should have registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of micro, Small and Medium Enterprises and shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids( only if the bidder has not attended the pre-bid meeting)



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Indian Bank, a Public Sector Bank, has networked all the Branches and Implemented Core Banking Solution. All Branches are connected through Wide Area Network.

**Details about design:**

- The Branches are connected to BSNL MPLS cloud primarily through a leased line backed up with an GPRS/VSAT. The bandwidth of the leased line is 2 Mbps normally and range up to 10 Mbps. Bank has provided additional leased line connectivity to select branches from other Telecom Service providers. Some of the branches where the leased line is not feasible are connected using VSAT. The Branches/Offsite ATMs are having Cisco 819, 1905, 1921, 1941 or 2911 Router.
- Zonal Office is connected to the Data Centre and DR site with 2 Mbps bandwidth through BSNL MPLS Cloud using Cisco 2911 or 1941 or 4221 Routers.
- All LAN network of branches and Offsite ATMs are connected using unmanaged switches.



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**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****1. DESCRIPTION**

- 1.1 The name of the assignment is '**Supply, Installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices**'.
- 1.2 The Bid is for supply of 3800 number of 24 port Managed Network Switches and 25 number of 48 port Managed Network Switches to connect to LAN network of Branches, Offsite ATMs and Administrative offices with NCCM Software.
- 1.3 The description and the objectives of the Assignment are
- The Bidder has to supply and install the Managed Network Switches & NCCM Software.
  - The software licenses for NCCM software should be perpetual and in the name of the Bank.
  - The Bidder has to provide manpower support for a minimum period of one year.
  - Configure the switches as per the Bank's requirement during the Installation and replacement/repair.
  - The switches and NCCM solution to be covered under warranty for one year and AMC for 6 years.

**2. QUALIFICATION CRITERIA FOR BIDDERS**

- The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.12.2018).
- The Bidder should be an Authorized Partner of the Original Equipment Manufacturer of the switch quoted.
- The Bidder should have earned Net Profit during last two financial years of the Bidder (2016-2017, 2017-2018).
- The Bidder's yearly turnover should be more than Rs.100 crores during last three financial years of the Bidder.
- The Bidder should have supplied and supporting minimum 500 switches of make quoted in single order during last five years (ending 30.09.2018) to at least one Bank / Financial Institutions/ Government Organisations/ Public/Private Limited Company in India.
- The equipment quoted should be in the leaders quadrant of Gartner's Magic quadrant for Wired and Wireless LAN Access Infrastructure for the last year (2018).
- The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.



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The bidder should submit proof for all points indicated above. Bids, which are not meeting the above criteria, is liable for rejection.

**3. DELIVERABLES FROM THE BIDDERS**

- a) As the switches are required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category and that supports implementation of NAC in future without having any hassles.
- b) The switches are to be supplied at locations indicated in the supply list (list comprising Head Offices, various Zonal Offices and Branches). The switches are to be delivered in 2 phases. In the first phase, the successful bidder should deliver 2000 Managed Switches. The delivery instructions for phase II will be issued within 3 months from the date of acceptance of purchase order.
- c) Should provide warranty for one year and AMC for six years whose date will commence either from the date of installation or on completion of 90 days from date of delivery, whichever is earlier.
- d) The device if reported faulty / mal-functioning should be rectified either through configuration changes or through replacement. During such events, standby device of equivalent configuration or higher should be placed for restoring the connectivity at the site till the supplied device is made functional or a replacement device is arranged.
- e) After the expiry of warranty/ AMC period, AMC for further period for the equipments will be payable at mutually agreed rates.
- f) Delay in supply of switches, delay in installation and delay in rectifying issues with Managed Switches sought by the Bank will attract liquidated damages.
- g) Supply, install, integrate and maintain the Management software for Centralized configuration of switches supplied.
- h) Providing 2 onsite engineers on shift from 0800 hours to 2100 hours in two shifts (one engineer per shift) to complete the installation of switches in all branches, Offsite ATMs and Administrative offices and configuring the switches for NAC.
- i) Providing the necessary hardware with Network configuration and Change Management (NCCM) software at DC and DR for 5000 devices.
- j) The switches shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.
- k) All necessary entitlement papers of license for both hardware and software should be provided to the Bank.  
The onsite support person should be a graduate and OEM certified engineer.  
The engineer visiting the branches / Administrative offices for replacement / installation of switches shall carry out





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- (I) Mark the existing LAN cables with the details of the device it is connected with a tag.
  - (ii) Collect the MAC address of all devices
  - (III) Configure the new switch with the help of engineers at HO.
  - (iv) Configure MAC address list and access restrictions
  - (v) Remove the existing switch and install the new switch supplied.
  - (vi) Connect the devices and ensure that all devices are reachable from HO.
  - (vii) Label the Switch and past the sticker for Serial Number, and support contact details
  - (viii) Check with Branch Manager / ABM and obtain signature on installation certificate for having installed the switch.
- n) The Onsite engineer working at Head office shall carry out the following activities.
- (I) Maintain the inventory of Switches with serial number of the switch, location at which it is installed, the number of switches at the location, the port numbers used for connectivity, the devices connected to each port, its MAC address, the type of device.
  - (ii) Configure the Network Management software to identify the assets (Switches)
  - (iii) Configure users for the software and their access permissions
  - (iv) Configure the Switches at all locations individually and as a group of switches.
  - (v) Arrange for installation of switches as required by the bank including visit of engineer to branch.
  - (vi) Configuration of switches using the Network Management Software.
  - (vii) Configuration of Network Access Control policies as required by the bank in all switches.
    - (a) Ensure that only devices complying with bank policies are able to access the network.
    - (b) The devices not complying with the bank policies are quarantined and allowed to get the updates from the central servers located in DC/DR/HO.
  - (viii) Ensuring that, when the connectivity is available to router.
    - (a) The switch is reachable from the router.
    - (b) The devices connected to the router are reachable from the Switch.
    - (c) The devices are able to reach the router which is the gateway for the devices.
    - (d) Only bank authorized devices are able to communicate using the switches.



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- (e) Unauthorized devices are disconnected.
- (ix) Provide reports to the bank officials on no. of devices connected, inventory reports, Access violations noticed etc. on daily basis.

**4. PROOF OF CONCEPT**

All the bidders, shall be required to conduct PoC to the Bank for all the quoted products explaining the technical specification compliance as specified in the RFP. The Bank may also require the bidder to arrange for the demonstration of the features for the quoted models in OEM's lab/cloud setup. The technical bids submitted by the bidders will be evaluated for compliance to technical specifications of the RFP based on the outcome of the PoC. Technically qualified bidders will be eligible to participate in the online reverse auction process.

**5. TIMEFRAME FOR COMPLETION OF PROJECT**

- Purchase order for supply of devices will be issued for the entire quantity of equipments called for in the bid. Equipment should be supplied within ten weeks from the date of issue of delivery instructions. The successful bidder should arrange for obtaining Road Permit wherever required.
- The replacement of existing unmanaged switches should be completed within 60 days from the date of delivery of switches. The switches to connect new branches are to be installed within 14 days of issuing such communication.
- The connectivity has to be restored within 24 hours of reporting device issue, either by rectifying fault or replacing with standby equipment.
- The Management software should be installed centrally within ten weeks from the date of issue of purchase order.



**SECTION III - INSTRUCTIONS TO BIDDERS**  
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The Bidder is expected to examine all Instructions, forms, terms and specifications given in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

**1. Pre-bid Meeting:**

- a. A Pre-bid Meeting is scheduled to be held at the following address at 11.00 hours on **05.03.2019**.

Indian Bank  
Head Office, Information Technology Department, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai – 600 001.

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.10,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have paid the cost of bid document will be allowed to participate in the pre-bid meeting. Such bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid.

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

The Bidder is requested to submit any queries/clarifications to the Bank in the format provided (Section V- Form 13) at least two days before the date of meeting to the following email ids. [KEERTHIVASAN.P@indianbank.co.in](mailto:KEERTHIVASAN.P@indianbank.co.in);  
[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in);  
[prapoorna.kota@indianbank.co.in](mailto:prapoorna.kota@indianbank.co.in);  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in);

- c. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be posted in our web site and informed to bidders who have raised the queries.

**2. Amendment of bidding documents**

- 2.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.
- 2.2 The amendments if any, will be published in the Bank's website and will form part of the Bidding document.

**3. Documents constituting the bid**

The Bid prepared by the Bidder should comprise the following components:

- 3.1 Demand draft for cost of bid document.  
3.2 Bid security (Earnest Money Deposit)  
3.3 Technical Bid



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In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction. An Indicative check list is provided in Section V- Format 14.

**Any bid document not accompanied by any of the above are liable for rejection.**

**A. TECHNICAL BID**

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

**For submitting Technical bid, bidders shall use the original section V – format 1 published by the Bank as part of the RFP, which contains Bank's seal.**

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Note: All the documents and certificates as per Section V – formats 1 to 6 should be submitted along with the technical bid.

Any bid document not accompanied by the above will be rejected.

**B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.**

- i) The price should be quoted in the format attached to this RFP (Format-11 in section-V)
- ii) The price should be firm and not dependent on any variable factors.
- iii) The final price quoted in the bid should be inclusive of all levies, duties etc. and exclusive of taxes.
- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) **No commercial information shall be furnished during submission of technical bids.**
- ix) **The bidder should have valid digital certificate to participate in the online reverse auction.**

**4. Bid Security (Earnest Money Deposit)**

- The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank other than Indian Bank, located in India, in the form provided in the Bidding Documents (format-6 in section V) for a sum of **Rs.60,00,000/- (Rupees Sixty lakhs only)** and valid for **forty five (45) days** beyond the validity of the bid (i.e. **135 days** from the last date for submission of Bid).



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- Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank or on completion of administrative formalities of the procurement.
- The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bidder shall be liable for forfeiture of bid security :
  - a. If a Bidder withdraws its bid during the period of bid validity or
  - b. In the case of a successful Bidder(s), the Bidder(s) fails to sign the Contract with the BANK, or to furnish performance security within the stipulated period.

**5. Period of validity of bids**

Bids should remain valid for the period of **90 days** after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

**6. Format and signing of Bid**

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any Interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

**7. Sealing and marking of Bids**

The Bidder shall seal the bids in separate envelope, duly marking the envelopes as **"Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices"- PART I (Technical Bid)**.

- The sealed outer envelope shall be addressed to the Bank at the address given below;

**Indian Bank,  
Corporate Office,  
Expenditure Department,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014**

bear the name **'Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices- PART I (Technical Bid)'** and a statement: **"DO NOT OPEN BEFORE 20.03.2019"**, to be delivered within the time and the date specified below.



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- The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before **15:00 hrs on 20.03.2019.**
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

**9. Opening of bids by Bank**

- The Bank will open the Technical bid in the presence of a committee appointed for the purpose and in the presence of bidders' representatives at **15:30 hours on 20.03.2019.**
- The Bidder's representative who are present shall sign a register evidencing their attendance.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

**10. Clarification of Bids**

During evaluation of the bids, the Bank may, at its discretion, seek clarifications from the Bidder of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**11. Evaluation Methodology**

- Bids will be short-listed based on the qualification criteria specified in the bid.
- The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- The comparison shall be between the price quoted and the bidder who has quoted the lowest will be awarded the contract.





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- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- No extra charges other than those quoted in the Bid will be entertained including Conveyance / Courier etc.

**12. Bank's right to accept any bid and to reject any or all bids**

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

**13. Bid Proposal and Ownership**

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia, cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

**14. Bid Pricing Information**

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

**15. Disclaimer**

The Bank and /or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

**16. Negotiation**

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

**17. Signing of Contract**

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder shall sign and date the Contract and return it to the Bank (Format- 7 in section V). Acceptance of purchase order should be submitted within 7 days from the date of issue of purchase order along with authorization letter.



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18.1 Within 30 (thirty) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format -8 in Section V) for 10 % of the amount of contract valid for a period of Ninety months (with further one month claim period), in the form of a Bank Guarantee.

18.2 The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.

18.3 The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

18.4 Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

**19. Insurance**

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the Invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

The successful bidder should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery at the destination. Any damage happen to the switches due to non-availability of storage cum erection policy, the successful bidder has to bear the losses.

In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the switches immediately even without recourse to the insurance.

**20. Procurement of Domestically Manufactured Goods**

Bidder must indicate domestic value addition (in terms of Bill of Material (BOM)) in % to fall under Domestically manufactured Goods category as per guidelines issued by the Government through notification No. 8(78)/2010-IPHW dated 10-02-2012, and No. 33(3)/2013-IPHW dated 23rd December 2013 and subsequent amendments / clarifications.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****Section IV - Conditions of Contract****Table of Contents**

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**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****1. DEFINITIONS****1.1** In this contract, the following terms shall be interpreted as indicated:

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India.
- b. **"Bank"** means Indian Bank.
- c. **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. **"Contract Price"** means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. **"Goods"** means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. **"Party"** means the Bank or the Company, as the case may be and Parties means both of them.
- g. **"Personnel"** means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. **"Project Site"**, where applicable, means the places where equipments will be installed.
- i. **"Services"** means those services ancillary to the deliverables of the Company covered under the Contract.
- j. **"Successful bidder/ Successful bidder"** means the company supplying the Goods and Services under this Contract.

**1.2 Law governing the Contract**

This Contract, its meaning and Interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

**1.4 Address for communication**

The address of the Bank is:

**Information Technology Department  
Indian Bank, Head office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai -600001  
Phone Nos. 044-25269724,25279813/15  
e-mail : [KEERTHIVASAN.P@indianbank.co.in](mailto:KEERTHIVASAN.P@indianbank.co.in);  
[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in);  
[prapoorna.kota@indianbank.co.in](mailto:prapoorna.kota@indianbank.co.in);  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in);**



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****1.5 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

**2. OBLIGATIONS OF THE SUCCESSFUL BIDDER****2.1. Confidentiality**

The Successful bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the client's business or operations without the prior written consent of the client.

**2.2. Reporting obligations**

The Successful bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

**2.3. Documents prepared by the Successful Bidder for this purpose to be the property of the Bank**

All reports and other documents submitted by the bidder shall become and remain the property of the Bank and the Company shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The Company may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the client.

**3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.1 The Successful bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Successful bidder shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

**4. PACKING**

The Successful bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as

**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

## **5. DELIVERY AND DOCUMENTS**

Delivery of the goods shall be made by the Successful bidder in accordance with the terms specified. Road permits will not be given / arranged by the Bank. The successful bidder has to make his own arrangements to deliver the systems at the destinations.

The details of shipping and / or other documents are to be furnished by the Successful bidder as follows.

- (i) Copy of the Successful bidder Invoice showing contract number, goods, description, quantity, unit price, total amount;
- (ii) Delivery Note, acknowledgement of receipt of goods from the Consignee;
- (iii) Insurance Certificate;
- (iv) Manufacturer's / Successful bidder's Warranty Certificate;

## **6. INSTALLATION**

The Successful bidder is responsible for all unpacking, assembling, wiring, installations, cabling between switches and connecting to power supplies. The Successful bidder shall test all equipments and accomplish all adjustments necessary for successful and continuous operation at all Installation sites.

## **7. WARRANTY /AMC**

The Successful bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Successful bidder further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Successful bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- a. This onsite comprehensive warranty/AMC with next business day(NBD) Support shall remain valid for 84 months after the Goods/equipments have been installed at the final destination indicated in the Contract, or for eighty seven (87) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Bank shall promptly notify the Successful bidder in writing of any claims arising under this warranty.
- b. Upon receipt of such notice, the Successful bidder shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

- c. If the Successful bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Bank may proceed to take such remedial action as may be necessary, at the Successful bidder's risk and expense and without prejudice to any other rights which the Bank may have against the Successful bidder under the Contract.
- d. Comprehensive Onsite AMC after the expiry of warranty/AMC period will be at mutually agreed rates. However, Bank reserves the right to enter into AMC with other vendor.

**8. UPTIME/ AVAILABILITY****(a) For Network Configuration and Change Management software(NCCM)**

- The successful bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.5% for the solution, during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.
- The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- The Bidder shall provide the Monthly uptime reports during the warranty period and AMC period.
- The Downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- The percentage uptime is calculated on monthly basis as follows:

Total contracted hours in a month – Downtime hours within contracted hours

-----x 100

Total contracted hours In a month

Contracted hours of a month = No. of days In that month X 24 Hours.

- Response time shall be 1 hour and Mean Time to Restore (MTTR) shall be 4 hours. Time specified above is from lodging of complaint.

**(b) For Switches**

The connectivity has to be restored within 24 hours of reporting device issue, either by rectifying fault or replacing with standby equipment.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****(c) Availability of onsite engineers**

- The onsite engineers should be available on working days of the bank. The working day means any branch of the bank is working in any part of the country.
- If engineer could not attend to office, alternate resource should be arranged and should work from bank premises the same day.
- If engineers are absent for more than 12 working days in a year, penalty will be charged.

**9. SERVICE LEVEL AGREEMENT(SLA):**

- If the successful bidder fails to install the equipments within the period(s) specified, the Bank shall levy penalty at rate of Rs.100/- for each day after specified period. However, the total amount of penalty deducted will be pegged at total installation payment (20% of cost) for that particular switch.
- If the successful bidder fails to rectify the branch Managed Switches within 24 hours either by rectification of fault or replacement by a standby device, the Bank shall levy penalty at rate of Rs.1000/- per day or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted will be pegged at total AMC charges payable for six years for that particular switch.
- If engineers are absent for more than 12 working days in a year penalty will be charged at the rate of Rs.3,000/- per day for the number of days of absence and will be deducted from subsequent AMC payments.
- If the successful bidder fails to maintain the guaranteed uptime for Network Management server, Penalty for non-maintenance of uptime will be deducted as under:

Availability calculated on monthly basis	Penalty Amount
>99.50%	No penalty
98.99% to < 99.50%	0.1% of total value for every hour or part thereof
98.50% to < 98.99%	0.2% of total value for every hour or part thereof
97.99% to < 98.50%	0.3 % of total value for every hour or part thereof
97.95% to <97.99%	0.5 % of total value for every hour or part thereof
<97.95%	1 % of total value for every hour or part thereof

The maximum penalty levied as mentioned above shall not be more than the 50% of total AMC amount payable(exclusive of Taxes) for one Year.

The above penalty shall be deducted from any payments due to the bidder (including AMC payments).





**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****10. PAYMENT TERMS**

- 80% of cost of Managed Switch and Management software post delivery
- 20% of cost of Managed Switch and Management software post installation
- AMC charges – yearly In advance
- Onsite Engineer Support charges are Included in the cost and not to be billed separately.

**10.1 Delivery payment**

- The successful bidder's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing the particulars as appropriate to the Goods delivered. The invoice should not contain any conditions which are contrary to the terms of the contract.
- Octrol / entry tax, if any has to be claimed along with the payment for the respective branches. Any delayed claim for the octrol / entry tax after the final payment for supply of Managed Switches may not be accepted by the bank for payment.
- The payment will be released subject to deductions on account of liquidated damages, if any

**10.2 Installation payment**

- Installation payment (20%) can be claimed by the successful bidder for every lot of 500 Numbers on completion of Installation of Managed switches at respective sites as informed by the bank and Management software at central location.
- The Bidder's request(s) for payment for installation shall be made to the Bank in writing, accompanied by an Invoice with details of claim, copy of Bank's communication for Installation and Installation certificate attested by authorized Bank official (Section V- format 12)
- The payment will be released subject to deductions on account of liquidated damages, if any.
- If the site is not ready, Installation payment of 20% will be released after 90 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the Managed Switches and submit the claim for payment with the undertaking that the Managed Switches will be Installed / reinstalled as and when required by the bank without any cost.

**10.3 Warranty Charges**

- AMC charges can be claimed by the successful bidder annually in advance from 2<sup>nd</sup> year for the actual number of Managed Switches available with the Bank, supplied by the successful bidder. First year warranty charges





**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

may be claimed on Installation of equipment / 90 days from the date of delivery for all Managed Switches.

- The Bidder's request(s) for payment for warranty /AMC shall be made to the Bank In writing, accompanied by an invoice with details of claim and letter stating warranty /AMC coverage indicating the serial numbers.
- The payment will be released subject to deductions on account of liquidated damages/ penalties, If any

**11. LIQUIDATED DAMAGES**

- 11.1 If the Successful bidder fails to deliver the equipment within the period(s) specified, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of Invoice price of the delayed equipment for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount.

**12.TERMINATION FOR DEFAULT**

- 12.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part :

- a. If the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder, In the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

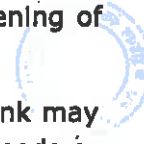
'For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

**"unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for 50% of any excess costs for such similar Goods or Services. However, the Successful bidder shall continue performance of the Contract to the extent not terminated.

**13. FORCE MAJEURE**

- 13.1 The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 13.3 If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**14. TERMINATION FOR CONVENIENCE**

- 14.1 Either party, by 90 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience.
- 14.2 The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- 14.3 The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect :
- a. to have any portion completed and delivered at the Contract terms and prices; and / or
  - b. to cancel the remainder and pay to the Successful bidder an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****15. ADOPTION OF INTEGRITY PACT**

- 15.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- 15.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 15.3 The Bidders shall submit signed Pre Contract Integrity pact as per Section-V format 10. Those Bids which are not containing the above are liable for rejection.
- 15.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 15.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle:
- 15.6 Integrity Pact In respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 15.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC If contracted whichever is later.
- 15.8 Integrity Pact, In respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 15.9 Integrity pact shall be signed by the person who is authorized to signed the Bid.
- 15.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. K.Saleem Ali, IPS (Retd)  
Email: Saleemali53@gmail.com

**16. SETTLEMENT OF DISPUTES**

- 16.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 16.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

- 16.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of dispute or difference arising between the Bank and the Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

16.4 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the bank shall pay the Successful bidder any monies due to the Successful bidder.
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****17. LIMITATION OF LIABILITY**

Vendor's aggregate liability under the contract shall be limited to a maximum of 10% of the contract value per year. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily Injury (Including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- c) If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

**18. CONFIDENTIALITY**

The Service provider will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Service provider, pre-mature termination of the contract, or legal action against the Service Provider for breach of trust. Service Provider has to enter into Non-disclosure agreement (as per Section V format 9) with the Bank.

**19. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

**20. INDEMNITY CLAUSE**

If at the time of supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.

**21. GENERAL TERMS**

- Order will be placed with qualified L1 vendor. The commercials may be finalized through reverse auction.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019**

- The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid.
- Successful bidder should guarantee that the software supplied to the Bank includes all patches, updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with original and complete documentation.

**22. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952**

The Successful bidder has to submit attendance, salary, appointment letters etc. Of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

**23. TRAINING**

The Successful bidder shall provide comprehensive and detailed training plan describing the proposed approach & methodology, timelines, course contents, duration, training materials, training tools, training logistics, etc. The Successful bidder shall arrange training session for different categories of participants (Approx. Batch size: 15 participants). This training shall be provided to the bank's IT Team. Technical training would include technical aspects of the deliverables (Administration and Monitoring, User Administration, Performance Tuning, Backup and Restore Activities, Disaster Recovery, Business Continuity, Security). The Successful bidder will suggest in the trainings, issues anticipated and proposed solution to overcome the same. Planning and locations for such trainings, workshops in the roll-out phase shall be finalized by the bank. The Successful bidder may need to conduct extra workshops/ training sessions, if felt necessary by the bank without any additional cost. The Successful bidder shall be responsible for preparation of the training materials, handouts covering "how to use" concepts for all functions/modules to be implemented. Training material should be provided in soft copy. The bank shall provide training halls and conference rooms, projectors, etc. The training shall be organized by the Successful bidder wherein specialized logistics and supportive facilities (if any) should be arranged by the selected bidder only. In addition, all other incidental expenses (travel, lodging & boarding, local conveyance etc. for the selected bidder's team) pertaining to training programs and workshops shall be borne by the selected bidder.



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****SECTION V****BID FORM, PRICE SCHEDULES AND OTHER FORMATS****Table of Contents**

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**Ref: CO/ITD/CNW/1695/R1/2018-19**

**26/02/2019**

**1. TECHNICAL BID**

To

Date:

**Chief Manager, Expenditure Department,  
Indian Bank Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, PIN 600 014.**

**Dear Sir,**

**Sub:** Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices.

**Ref. CO/ITD/CNW/1695/R1/2018-19 dt 26/02/2019**

Referring to your above letter calling for quotations, including Addenda Nos..... (insert numbers), we submit the compliance details of the specifications for Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices.

**Technical specifications**

**(a) Managed Switches:**

**Equipment to be supplied**

S.No	Switch Type	Quantity	DRAM	Access Ports per switch		Uplink Switch Ports per		Stacking Ports per Switch
				Minimum number	Speed	Minimum number	Speed	Minimum number
1	Type I	3700	Minimum of 256 MB	24	1000 Mbps	2	1 Gbps Base-Tx	0
2	Type II	100	Minimum of 512 MB	24	Base - Tx	2	2 number of 10 Gbps SFP+ port with transceivers from same OEM	2 (Exclusive of uplink ports)
3	Type III	25	Minimum of 512 MB	48		2	2 number of 10 Gbps SFP+ port with transceivers from same OEM	2 (Exclusive of uplink ports)



**Type I Switches : Make: .....**

**Model:.....**

**Type II Switches : Make: .....**

**Model:.....**

**Type III Switches : Make: .....**

**Model:.....**

**NCCM : Make: .....**

**Model:.....**



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Feature	Description	Complied/ Not complied
<b>A. General Requirements</b>		
<b>General Requirements</b>	The switch should be of 1 RU Form Factor	
	All switches proposed in the solution should be certified under the NDPP/IPv6 Logo Ready Program Approved.	
	Power cable to suit Indian standards	
<b>Type I Switch Details</b>	<b>Feature List</b>	<b>Details to be filled by bidder</b>
	Operating system family & latest stable/ released version details	
	End of Life of Software Support	
	End of Life	
	Port details (like copper, fibre quantity, speed etc)	
	Memory details such as DRAM, Flash Memory etc.)	
	Deployment In heterogeneous LAN environment i.e. Compatibility with different OEM devices.	
	Power Requirement(In watts)	
<b>Type II Switch Details</b>	<b>Feature List</b>	<b>Details to be filled by bidder</b>
	Operating system family & latest stable/ released version details	
	End of Life of Software Support	
	End of Life	
	Port details (like copper, fibre quantity, speed etc)	
	Memory details such as DRAM, Flash Memory etc.)	
	Deployment In heterogeneous LAN environment i.e. Compatibility with different OEM devices.	
	Power Requirement(In watts)	
<b>Type III Switch Details</b>	<b>Feature List</b>	<b>Details to be filled by bidder</b>
	Operating system family & latest stable/ released version details	
	End of Life of Software Support	
	End of Life	

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	Port details (like copper, fibre quantity, speed etc)		
	Memory details such as DRAM, Flash Memory etc.)		
	Deployment in heterogeneous LAN environment i.e. Compatibility with different OEM devices.		
	Power Requirement(in watts)		
<b>Integration with existing network</b>	Product should work in an heterogenous network consisting of various devices from different OEMs		
<b>Enterprise Grade Product</b>	"Enterprise Grade" means that OEM has declared the proposed model as enterprise grade on their public website and it will work for an enterprise, and can satisfy mission critical tasks.		
<b>Rack Mountable</b>	The switch should be standard rack mountable and should be supplied with mounting kit.		
<b>Additional feature list</b>	Please submit a list of all features provided by the product that will be available to the Bank without any additional charges and will be under support. The Information is required to be provided in the format specified in <b>Annexure-I</b> . These features will be treated at par with other features mentioned in the RFP.		
<b>B. Licensing Requirement</b>			
<b>Enterprise licensing</b>	Product should have enterprise license without any restrictions to use the features mentioned in the RFP from day one. If during the contract, Product is not performing as per specifications in this RFP, bidder has to upgrade/enhance the devices or place additional devices and reconfigure the system without any cost to Bank.		
<b>No limit licensing</b>	Product and its various features like switching and other inbuilt features etc. should not have any licensing restriction on number of users, concurrent connections, total connections, new connections, number of VLANs, zones, number of policies, number of appliances, other network parameters, number of equipment/ servers etc. as per the RFP specification.		
<b>Product part code availability</b>	The offered product Part Codes have to be General Availability Part codes and not custom-built Part Code for the Bank. There should be cross reference to the public website of the OEM.		
<b>C. Capacity</b>			
<b>Port requirement</b>	As per Equipment to be supplied tabular column mentioned above.		
<b>Console Port</b>	Switch should have a console port for local		

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	adminlstration	
<b>Auto MDI and MDI-X</b>	Auto MDI-X automatically detects the required cable connection type and configures the connection appropriately, removing the need for crossover cables to interconnect switches or connecting PCs peer-to-peer	
<b>Auto and Manual Speed Negotiation</b>	Negotiation is an Ethernet procedure by which two connected devices choose common transmission parameters, such as speed, duplex mode, and flow control. In this process, the connected devices first share their capabilities regarding these parameters and then choose the highest performance transmission mode they both support. In the OSI model, auto negotiation resides in the physical layer. For Ethernet over twisted pair it should support IEEE 802.3. Both auto and manual negotiation should be supported	
<b>D. Performance</b>		
<b>Line rate forwarding</b>	Switch should be line rate forwarding.	
<b>Green Initiative</b>	Should be Energy Efficient Ethernet valid certification. Allowing each port on the switch to power down into a standby or 'sleep' mode when a connected device, such as a computer, is not active Second, it detects cable length and adjusts the power accordingly.	
<b>E. Layer 2 Features</b>		
<b>STP</b>	Spanning Tree Protocol (802.1d, 802.1w, 802.1s)	
<b>VLAN Trunking</b>	Should support 802.1q for carrying multiple VLAN's over a link	
<b>Multicast</b>	Multicast IGMP v1, v2, v3 and higher version should be supported	
<b>F. Availability</b>		
<b>Uplink Redundancy &amp; Bandwidth Aggregation</b>	Switch should allow redundancy in uplinks. Uplink bundling/aggregation should be supported using LACP.	
<b>Storm Control (Broadcast/Multicast/Unicast)</b>	Capability to control Broadcast/Multicast/Unicast based storm due to network attacks and vulnerabilities.	
<b>Security</b>		
<b>IEEE 802.1x Based Security</b>	To support 802.1x network authentication and port security on a port basis which will help to deploy Network Access Control (NAC)	



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	1.IEEE 802.1x 2. 802.1x with VLAN Assignment 3. 802.1x Guest VLAN 4. 802.1x with Guest VLAN Enhancements 5. 802.1x - Auth-Fail VLAN 6. 802.1x - Auth Fail Open 7. 802.1x MAC-Auth-Bypass 8. 802.1x MAC-Auth-Bypass for voice VLAN 9. 802.1x with ACLs 10. 802.1x with Port Security 11. 802.1x Accounting 12. NAC - L2 IEEE 802.1x 13. Web Authentication for Non 802.1x Clients 14. Multi Domain Authentication (802.1x for IP phone + 1 host behind phone) 15. Switch should support concurrent deployment of 802.1x and MAB authentication.	
<b>Port Based access control lists for Layer2 Interface</b>	For Layer 2 interfaces allow security policies to be applied on individual switch ports using layer 2, layer3 and layer 4 parameter(s).	
<b>Access control lists based on time ranges</b>	Allow stringent security policies based on time of day.	
<b>MAC Address Notification on workstation join into the network</b>	Audit trails and logging	
<b>Port security</b>	Ability to control and possibly restrict end points in the network. Secures the access to an access or trunk port based on MAC address. It limits the number of learned MAC addresses to deny MAC address flooding.	
<b>RADIUS Change of Authorization (CoA) for Network Access Control</b>	The RADIUS Change of Authorization (CoA) feature provides a mechanism to change the attributes of an authentication, authorization, and accounting (AAA) session after it is authenticated. a. RADIUS CoA. b. URL Redirection for posture, VLAN and ACL assignment	
<b>Downloadable Access Control List (ACLs)</b>	a. Switches should support dACLs in all ports. b. Switch port should support a minimum of 64 rules and switch should support a minimum of 384 rules [IPv4]. c. Should support downloading of dACLs created on a central NAC server d. Each dACL rule should support specification of multiple ports/IP address. e. Switch should support display of number of times dACL rules gets matched.	

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<b>Support for Access Control Entries (ACEs)</b>	Switch Should Support for Minimum of 600 ACEs (IPv4 & IPv6) inclusive of dACLs mentioned above.	
<b>AAA services</b>	Support for Authentication databases (TACACS, RADIUS)	
<b>DHCP Snooping</b>	DHCP snooping is a layer 2 security technology built into the operating system of a capable network switch that drops DHCP traffic determined to be unacceptable. The fundamental use case for DHCP snooping is to prevent unauthorized (rogue) DHCP servers offering IP addresses to DHCP clients.	
<b>IP Source Guard</b>	IP Source Guard is a security feature that restricts IP traffic on untrusted Layer 2 ports by filtering traffic based on the DHCP snooping binding database or manually configured IP source bindings. This feature helps prevent IP spoofing attacks when a host tries to spoof and use the IP address of another host	
<b>Spanning tree Root protection</b>	Prevents edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes.	
<b>Unknown unicast and unknown multicast blocking and unknown unicast rate limiting</b>	To enable unicast and/or multicast blocking on a switch port to suppress the flooding of frames destined for an unknown unicast or multicast MAC address out of that port.	
<b>Dynamic ARP Inspection</b>	Dynamic ARP Inspection (DAI) is a security feature that verifies address resolution protocol (ARP) requests and responses in a network.	
<b>Spanning tree BPDU protection</b>	For avoiding network loops	
<b>Spanning Tree BPDU</b>	For Edge port protection.	
<b>H. Manageability</b>		
<b>Embedded RMON Support</b>	Ability to collect performance statistics	
<b>SSH2 and above version based Administration on IPV4 and IPV6</b>	Secure and remote administration of switches at the branch.	
<b>SNMP v2 and above version, based Administration and Monitoring over IPV4 and IPV6</b>	Basic Network management and monitoring capabilities	

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<b>LLDP &amp; LLDP-MED Support</b>	Link layer media protocol to identify endpoints in the network. For example IP Phones	
<b>Network Time Protocol (NTP V2 and above version)/ Simple Network Time Protocol (SNTP V4 and above version) over IPv4 and IPv6</b>	To sync time on all network devices to synchronize the log collection and events.	
<b>DHCP based Auto config and Auto install</b>	Auto configuration of switches at the branches to aid error free configuration and up gradation	
<b>SYSLOG over IPv4 and IPv6</b>	Syslog is a way for network devices to send event messages to a logging server – known as a Syslog server using syslog protocol.	
<b>Local and remote port mirroring for packet captures</b>	Ability to capture packets for troubleshooting to identify network based attacks and application performance.	
<b>Switch port auto configuration</b>	Ability to configure a switch port based on detection of end points in the network. For example IP Phone requires separate QoS policies than PC workstations.	
<b>I. IPv6 Features</b>		
<b>IPv6 and dual layer compatible</b>	Switch should be compatible for IPv4 and IPv6 traffic.	
<b>MIBs for IPv6 traffic</b>	Switch should support MIB for IPv6 management	
<b>IPv6: HTTP, HTTPS, ICMPv6, TCP/UDP over IPv6, Domain Name Resolution</b>	IPv6 access capability	
<b>IPv6 Stateless Auto Config</b>	Ability to provide auto configured IPv6 address	
<b>IPv6 QoS trust</b>	Ability to trust IPv6 QoS markings	
<b>IPv6: Option processing and fragmentation</b>	Advance IPv6 capabilities	
<b>IPv6 MLD v1 and higher version snooping</b>	MLD is used in IPv6 equivalent to IGMP for discovering multicast listeners on a directly attached line.	
<b>IPv6 Applications: Ping/Traceroute/ VTY/TFTP</b>	IPv6 troubleshooting capability.	
<b>J. Support</b>		
Near Next business day hardware, software and subscription support		





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The equipments should bear sticker denoting Serial number of the equipment and Toll Free Number of the vendor to contact.	
Software support and development (i.e. products updates, upgrades & patches) to be made available for a minimum of 7 years from the date of purchase order. Bidder with the help of OEM/by own should also fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any cost during the contract period. However, if the security observations cannot be closed and replacement is the only option to close the observations, then the bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank.	
Bidder should provide vulnerabilities and patch related information as and when release by OEM to Bank's Network Integrator for all quoted models. In any case, vulnerabilities should not be kept hidden until patch release.	
All products updates, upgrades & patches should be provided by the bidder free of cost during the contract period.	
<b>Note:</b> <ul style="list-style-type: none"> <li>• <b>Non-compliance to one or more specifications mentioned above shall render the bidder/OEM non-compliant and will not be eligible for further participation in the RFP process.</b></li> <li>• <b>The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements.</b></li> <li>• <b>If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a new device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder.</b></li> </ul>	

**(b) Network Configuration and Change Management Software (NCCM):**

<b>A</b>	<b>General Requirement</b>	<b>Complied/ Not complied</b>
1	Managed Switches and NCCM Software should be of the same OEM	
2	The solution should be GUI based	
3	The NCCM Solution may be provided either as dedicated appliance or as software to be run on Server.	
4	The solution should be Browser based and not Client based	
5	The solution should be OEM agnostic and it should support all market leading OEM network devices irrespective of their Model & HW/ OS Image Version.	
6	The solution should be able to Manage 5000 plus network devices irrespective of Physical/ Virtual/ Software Blade i.e. Router, Switches, Firewalls, Load balancer, IPS etc. which are present in the market.	
7	The solution should Support SNMP v2 and SNMPv3.	
8	The solution should Support IPv4 and IPv6, including dual-	

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	stack of IPv4 and IPv6.	
9	If the solution is software based the same should work on Windows 2012/2016 or Linux server platform. The server and OS have to be provided by the successful bidder for hosting the software. The successful bidder has to provide the Server and OS in line with the requirements of the software. The load on the server should be less than 60% at all times falling to which the successful bidder has to replace or upgrade the server within one month without any additional cost.	
10	The bidder has to supply the enterprise database license for the deployment. The database should be deployed on either Linux or Windows 2012/2016 server platform or built into the solution. The successful bidder has to provide the Server and OS in line with the requirements of the software. Necessary license for all the softwares has to be provided.	
11	The solution should be deployed in High Availability mode In DC and Standby mode in DR Site, all the required licenses to be provisioned from day one.	
12	The proposed solutions software & database version should not be under End-of-Sale or End-of-Support	
13	All licenses and services should be procured in Bank's name	
14	The bidder has to support, plan and perform all upgrade/update of patches during the contract period at no cost to the bank.	
15	Be capable of triggering work flows and collecting inputs through : i . Helpdesk tickets, ii. SMS, iii. Email, iv.Web	
16	Must allow a failed job to be resubmitted any number of times.	
17	Ensure audit trail of all activities being carried out throughout the contact period.	
18	Have a built in database to store structured data that can be used for assessment, updation and insertion and be able to take backup in another media.	
19	Should be able to create multiple custom views to display jobs as is appropriate or specific to the roles defined	
20	Have version management of work flows / tasks with ability to compare two versions, revert to deleted version etc.	
21	Have predictive capabilities - to ensure that issues are caught before time and also be able to simulate the work flow	
22	The product should be able to provide alerts and notifications using multiple channels like (but not limited to) SMS, Email,	





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	Web, Voice.	
23	Should provide notification if a critical job is not going to complete or start before SLA cut off time.	
24	The Successful bidder should provide sufficient licenses for the NCCM in line with the server hardware specifications. In case if there is any replacement of NCCM during contract period, necessary licenses has to be provided by Successful bidder.	
<b>B</b>	<b>Secure Network Configuration and Change Management</b>	
1	Should be able to auto discover Physical/Virtual/Software/Blade network devices over the network	
2	During subsequent discoveries, the solution should be able identify and alert whenever any new device added or any device removed	
3	Apart from auto-discovery, there should be option to add or delete device manually/through CSV/ Through API	
4	Should be capable to discover Inventory with vulnerability.	
5	Capable of Configuration /Policies/OS Images/Patches deployment/ rollback to multiple devices at a time.	
6	In real time, detect configuration and asset information changes made across a multi-vendor device network, regard less of how each change is made	
7	Capable to detect, compare alert on changes based on which decision could be made for rollback or implementation of changes with single click.	
8	The device must support rollback to a previous configuration & should maintain at least three previous versions and / or configurations	
9	In real time, detect configuration and asset Information changes made across a multi-vendor device network, regard less of how each change is made.	
10	Capable to detect ,compare and alert on changes based on which decision could be made for rollback or implementation of changes with single click	
11	Solution should support configuration deployment/ rollback using ad-hoc commands, configuration templates or scripting.	
12	It should support multiple commands with multiple parameters at a time for individual location to perform a task. The solution should be able to perform such task In multiple locations at a time.	
	The solution should provide option to schedule the Backup process. Backed up data must be accessed if the NCCM tool is down from latest backup or if disaster occurs it should be restored from DR.	
	Solution should have provision to Schedule the task for specific date, weekly, monthly, quarterly etc.	



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15	Capable to automate all repetitive & time consuming tasks related to network device configuration & change processes	
16	The solution should be able to track and detect any configuration changes and alert accordingly	
17	Detect out of band configuration changes and trigger a configuration backup. Apply configuration changes to device configurations.	
18	Automate routine network operations.	
19	Comprehensive Network configuration Backup and Recovery for all network devices	
20	Deploy and monitor ios operating system images, network security patches from a centralized network management system.	
21	Able to push standard templates for new deployment	
22	Reusable templates for single or bulk changes.	
23	Automatically identify device vulnerabilities and easily upgrade firmware	
24	In case device itself fails must generate alert, should not hamper the production traffic by any means & functionality should swiftly shift to secondary device which could in same or different location based on the requirement.	
25	The solution MUST have an on-device programmable API (NETCON For REST) that allows an external script to: a) Get device configuration b) Get operational data c) Change device configuration.	
26	The device MUST return operational data as semi-structured (JSON or XML format) not as text printouts wrapped in XML or JSON envelopes.	
27	The device SHOULD return its configuration in semi-structured format (JSON or XML) with meaningful structure (for example, ACL lines should be within the ACL).	
28	The device MUST support replacing current configuration with a new configuration without a reload.	
29	The solution SHOULD be able to create a list of configuration commands needed to transform one configuration into another	
30	Provision of new network devices as per the compliance standard	
31	Ability to discover Layer2 and Layer3 network topology relationships between devices to ensure configuration settings	
32	Capable of automatically generate a script from a list of command lines that are input by the user.	
33	Capability for different alerts to be defined at different levels of severity or urgency (for example, critical, severe or warning)	
34	There should not be any limits to the number of concurrent users (operators) accessing the product.	
35	Able to correlate to problem detection, policy violations, and topology relationships which help us rapidly identify the likely root cause of network problems	



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36	Has Device communications protocols support (for example, Telnet, SSH, TFTP, FTP etc).	
37	Ability to perform a textual configuration search using regular expression pattern matching	
38	Ability to upload entire archived configuration files to network devices	
39	The solution may facilitate a bare-metal installation, including initial load of a device's OS software	
<b>C</b>	<b>Compliance</b>	
1	Should provide strategic integration with companywide configuration & change processes & having compliance visibility across all network infrastructure components from single dash board for central monitoring and management	
2	Gather data on compliance to policies as a feedback mechanism to drive improvement & Capable of compliance reporting. Manage network compliance by comparing devices to Custom defined, best-practice standards, Gold Standard	
3	In real time, store a complete audit trail of configuration changes (hardware and software) made to network devices including critical change information.	
4	Maintain policy compliance using continuous configuration auditing and remediation.	
5	Ensure that devices are configured and operating in compliance with regulatory standards.	
6	Automate audit cycles with built-in compliance reports and close the loop on compliance with integrated change management	
7	Capable of automated remediation to bring devices back to policy compliance or to a default configuration status	
8	Complete Operational, Security Regulatory Policy Definition and Enforcement	
9	Intelligent Remediation of Policy Violations. Auditing of Full Configuration.	
10	Network Time Protocol(NTP V2 and above version) over IPv4 and IPv6.	
<b>D</b>	<b>Management</b>	
1	Configure granular, customizable user roles to control permissions on device views, device actions, and system actions.	
2	Manage device access and authorization through a centralized control model that is integrated with standard workflow and approval processes through mail notifications	
3	Integration with TACACS, AD,LDAP for Centralized Group I Role I User Management	
4	The solution should integrate with market leading Vulnerability Assessment tools and automate the Task initiation for reported vulnerabilities	
	The solution should integrate with market leading SIEM, SYSLOG tools,PIM	



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6	The solution should Integrate with market leading Incident Management and Ticketing tools	
7	The solution should have option to backup the Tool configuration	
8	Track All Actions According to Group , Role , User levels	
9	Should have provision to get feeds from OEM with regards to releases(version, patch) and notify Bank	
<b>E</b>	<b>Reporting</b>	
1	There should be a browser based customizable Executive dashboard widget/ page showing Device Statistics and their Compliance, accessible through mobile, tablet or laptop or any other registered devices.	
2	Schedule and generate custom report on all aspects of network device statistics and their compliance	
3	Schedule and generate custom report on all aspects of network device configuration and change management	
4	Reports should be quickly made and brought together when Top management needs help in making Important decisions on capacity additions/ device upgrades/ SLA verifications.	
5	Reports can be retrieved in User friendly for mats like XML, Excel, CSV , PDF etc.	
6	All changes logged generate in report and Ad-Hoc Reporting	
7	Help with audit compliance by comprehensive documentation and reporting.	
8	Archive with recording of activities performed	
9	Allow to generate reports to detail i. task output analysis ii. patch compliance iii. security and regulatory compliance iv. operational compliance v. configuration differences vi. How many configuration updates were performed between certain times across all devices vii. Which operators performed what configuration updates on which devices. viii. The number of unauthorised updates or policies violations detected/ Prevented	
10	Able to provide summary Notification i.e. Daily summary notification option, which accumulates all the applicable alert conditions into a single notification, sent once a day or other configurable time window as desired by the Bank.	
11	The solution should be able to provide notifications of failed jobs over email or SMS to pre configured email addresses as required by the Bank.	
	The appliance or the software should be able to report its health status and report reason for failure along with the latest good known configuration backup available with timestamp.	



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Domestic value addition (in terms of Bill of Material (BOM)) in % to fall under Domestically manufactured Goods category as per guidelines issued by the Government through notification No. 8(78)/2010-IPHW dated 10-02-2012, and No. 33(3)/2013-IPHW dated 23rd December 2013 and subsequent amendments / clarifications

%

**List of deviations from the required specifications:**

1)

2)

**(If left blank, it is treated that there are no deviations in the compliance of specifications)**

We agree for insuring the switches during transit and covering of storage cum erection risk for a period of THREE months from the date of delivery at the destination.

We enclose the technical brochures for the model quoted.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the delivery in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% of the Contract Amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake to supply, install, migrate and maintain the proposed project for the Bank.

We clarify/confirm that we comply with the qualification criteria of the bidding documents are submitting proof of the same along with bid.

Dated this ..... day of ..... 201.....

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.....  
Signature:

Mobile No.

Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of  
(give below the Name & Address of Bidder)



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****2. SELF DECLARATION – BLACKLISTING****Ref. CO/ITD/CNW/1695/R1/2018-19 dt 26/02/2019****Date:****To****The Assistant General Manager  
Indian Bank, Head Office,  
Information Technology Dept, 2<sup>nd</sup> Floor,  
66, Rajaji Salai,  
Chennai, PIN 600 001.****Dear Sir,****Sub:** Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices.**Ref:** Bid Document No. CO/ITD/CNW/1695/R1/2018-19 dated 26/02/2019**We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.****Signature of Authorized Official****Name and Designation with Office Seal****Place:****Date:**



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****3. MANUFACTURER'S AUTHORIZATION FORM****Ref. CO/ITD/CNW/1695/R1/2018-19 dt 26/02/2019**

To

Date:

Dear Sir:

We \_\_\_\_\_ who are established and reputable  
manufacturers of \_\_\_\_\_ (*name & descriptions of goods offered*)  
do hereby authorise M/s \_\_\_\_\_ (*Name and address of bidder*) to  
submit a bid, and sign the contract with you for the goods manufactured by us against  
the above bid.

We hereby extend our full warranty for the goods offered against this bid.

Yours faithfully,

(Name of the Official)

(Name of manufacturers)

**Note:** This letter of authority should be on the letterhead of the manufacturer and  
should be signed by a competent person.



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**4. VENDOR PROFILE**

<b>General</b>	
Company Name	
Name of the CEO	
Name of the Principal Banker and address	
Holding Company or Parent Company (If any)	
If Holding Company, Name of the Parent Company	
Company's address Head Office:  Chennai Office, If any:	
<b>Head Office</b> Phone, fax, E-Mail <b>Chennai Office</b> Phone, fax, E-Mail	
Please provide details of ownership: private/public; Holding company, If any.  Top 3 shareholders	
No. of Years In NETWORKING business	
Name of the Contact person	

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Phone / Mobile/ FAX			
<b>Financial Background (in Crores)</b>	<b><u>2015-16</u></b>	<b><u>2016-17</u></b>	<b><u>2017-18</u></b>
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			
<b>Network product Partnership</b>			
Manufacturers with whom the company has partnership			
What is the status of partnership (like Gold, Silver etc.)			
How long the company is associated with the Manufacturer			
<p>Please submit the following details of major projects executed by the company during the last three years i.e., 2015-16, 2016-17 and 2017-18 (Additional sheets may be used, if necessary).</p> <ol style="list-style-type: none"> <li>1) Name of the Client</li> <li>2) Description of the project</li> <li>3) Contract amount</li> <li>4) Details of equipment supplied under the project</li> <li>5) Contact person with phone No.</li> </ol>			



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### 5. CLIENTS' REFERENCES

The following information should be provided in the format below separately for each NETWORK PROJECT for which the client legally contracted. (Please attach additional sheets wherever necessary)

Name of the client	
Total Value of the project given to the Company	
Contact person from the client side for reference purpose on details of this project	
Contact Phone Nos. of the Client	
Nature of the Project (Please tick the relevant points)	<ul style="list-style-type: none"> <li>• Supply of Managed Network Switches</li> <li>• Centralised Configuration of Network Devices</li> </ul>
No. of sites implemented in the project	
Professional staff provided by your firm for the project	
Duration of the project	
Any other relevant details on the project	
Details of the Network equipment used in the project  Routers:  Switches:	
Letter of Satisfaction	Enclosed / Not Enclosed



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## 6. BID SECURITY FORM

Whereas .....(hereinafter called "the Bidder") who intends to submit its bid for ..... (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of ..... for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws Its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to ..... and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE :** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee Issued by banks located in India should be on a Non-Judicial Stamp Paper of requisite value.



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## **7. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 201... Between Indian Bank (hereinafter "the Bank") of the one part and..... (*Name of Successful bidder*) of..... (*City and Country of Successful bidder*) (hereinafter called "the Successful bidder") of the other part :

**WHEREAS** the Bank invited bids for certain Goods and ancillary services viz.,..... (*Brief Description of Goods and Services*) and has accepted a bid by the Successful bidder for the supply of those goods and services in the sum of..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the Conditions of Contract;
  - (e) the Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Successful bidder are as under:

<b>BRIEF DESCRIPTION OF GOODS &amp; SERVICES</b>	<b>QUANTITY TO BE SUPPLIED</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>



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**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For Indian Bank)

In the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Successful bidder)

in the presence of:.....





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26/02/2019

### 8. PERFORMANCE SECURITY FORM

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_ :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Successful bidder) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 201... to supply .....(Description of Goods and services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognised bank other than Indian Bank for the sum specified therein as security for compliance with the Vendor's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give on behalf of the Vendor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.  
This guarantee is valid until the .....day of.....201.....

Signature and Seal of Guarantors

.....  
Date.....201.....  
Address:.....  
.....

**NOTE :**

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for a period of Ninety months (with further one month claim period).
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)

**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****9. NON DISCLOSURE AGREEMENT**

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 201.. **BETWEEN** \_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

**INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

**WHEREAS:**

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:****1. Confidential Information:**

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or



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- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

**2. Use of Confidential Information:**

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential Information or other matter of this agreement, without the prior written approval.

**3. Non-disclosure:**

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential Information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure



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Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

**5. Term:**

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

**6. Title and Proprietary Rights:**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

**7. Return of Confidential Information:**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

**8. Remedies:**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.



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This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

**10. Governing Law and Jurisdiction:**

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

**11. General:**

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

**12. Indemnity:**

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**\_\_\_\_\_  
Name of Authorized signatory:

Designation:



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****10. INTEGRITY PACT****INTEGRITY PACT****Between****Indian Bank hereinafter referred to as "The Bank"****And****..... Hereinafter referred to as "The Bidder/Contractor"****Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for .....  
The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidders(s) and /or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Bank**

- (1) The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Bank will exclude from the process all known prejudiced persons.
- (2) If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



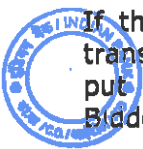


**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****Section 2 - Commitment of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) /Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s)/ Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Successful bidders" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.





**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****Section 4 – Compensation for Damages**

- 14.3.1 If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- 14.3.2 If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

**Section 5 - Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
- (3) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- (4) The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- (5) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
- (6) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

**Section 6 - Equal treatment of all Bidders/Contractors/Sub Contractors**

The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.

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- (2) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)**

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

**Section 8 – Independent External Monitor/ Monitors**

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- (4) The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



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- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

**Section 10 - Examination of Books of Accounts**

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

**Section 11 - Other provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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- (5) In the event of any contradiction between the Integrity Pact and Its Annexure, the Clause in the Integrity Pact will prevail.
- (6) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or Interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at .....,on .....

-----  
(For & On behalf of the Bank)

(Office Seal)

Place -----

Date-----

Witness 1:

(Name & Address) -----

-----

-----

Witness 2:

(Name & Address) -----

-----

-----

-----  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date-----

Witness 1:

(Name & Address) -----

-----

-----

Witness 2:

(Name & Address) -----

-----

-----



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**11.COMMERCIAL BID**  
**(to be submitted after Online Reverse Auction)**

Ref. CO/ITD/CNW/1695/R1/2018-19 dt 26/02/2019.

To

Date:

The Chief Manager,  
Indian Bank, Head Office,  
Information Technology Department, 2<sup>nd</sup> Floor,  
66, Rajaji Salai,  
Chennai, PIN 600 001.

**Sub:** Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices.

Ref: 1.Bid Document No. CO/ITD/CNW/1695/R1/2018-19 dt 26/02/2019.  
2. Reverse Auction Dated \_\_\_\_\_

Further to the reverse auction dated....., we, the undersigned, offer to 'Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices' for Indian Bank project, and we submit our commercial breakup details as follows:

**PRICE SCHEDULE**

**A. Cost of Managed Switches with Installation charges**

Item Description	Qty (Nos.) (a)	Unit Price (Rs.) * (b)	Total Price (Rs.) * =(a*b)
Type I Switches	3700		
Type II Switches	100		
Type III Switches	25		
Total cost of switches (i)	3825		
Warranty charges for 1 <sup>st</sup> year for switches(ii)			
<b>Total of (I+ii)</b>			

\* Price to Include all duties, levies, insurance, delivery, and installation etc but exclusive of taxes. The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.



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**B. Cost of Network Configuration and Change Management Software (NCCM) with one year warranty Charges**

<b>Description</b>	<b>Unit Price In (Rs.)*</b>
Cost of Hardware (iii)	
Cost of NCCM Software (iv)	
<b>Total (iii+iv)</b>	

\* Price to Include all duties, levies, Insurance, delivery, and installation etc but exclusive of taxes. The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.

**C. AMC charges for 6 years**

<b>Item Description</b>	<b>Qty (Nos.) (a)</b>	<b>Unit Price (Rs.)# (b)</b>	<b>AMC charges for 2<sup>nd</sup> year = (a*b) (Rs.)#</b>	<b>AMC charges for 3<sup>rd</sup> year = (a*b) (Rs.)#</b>	<b>AMC charges for 4<sup>th</sup> year = (a*b) (Rs.)#</b>	<b>AMC charges for 5<sup>th</sup> year = (a*b) (Rs.)#</b>	<b>AMC charges for 6<sup>th</sup> year = (a*b) (Rs.)#</b>	<b>AMC charges for 7<sup>th</sup> year = (a*b) (Rs.)#</b>	<b>Total AMC charges (2<sup>nd</sup> to 7<sup>th</sup> year) (Rs.)#</b>
AMC charges for Type I Switches (v)									
AMC charges for Type II Switches (vi)									
AMC charges for Type III Switches (vii)									
AMC charges for Hardware & NCCM software with necessary subscription (viii)									
<b>Total (v+vi+vii+viii)</b>									

# Exclusive of taxes.

**SUMMARY:**

<b>Description</b>	<b>Amount (Rs.)#</b>
Total cost of Switches with Installation Charges & one year Warranty charges (A)	
Total cost of NCCM software & Hardware with one year warranty charges(B)	



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Total AMC charges for 6 years (Switches Type I,II,III, NCCM Hardware and software with necessary subscription) (C)	
<b>Total contract value quoted in reverse auction ( A+B+C)</b>	

# Exclusive of taxes.

\*In case of discrepancy between unit price and total price, the unit price shall prevail. Price to include all duties, levies, Insurance, delivery, and Installation etc but exclusive of taxes. The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.

We abide by details given above and the terms of the bid document.

**Office Seal****For**  
**(Authorised Signatory)****Place:**  
**Date:****Name:**  
**Designation:**  
**E-mail:**



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**12. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF THE PROJECT**

**Date:**

**Sub:** Certificate of completion of implementation "Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices".

**Ref:** Bid Document No.

1. This is to certify that the Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches with Network Configuration and Change Management (NCCM) software for Branches, Offsite ATMs and Administrative Offices as detailed below has/have been implemented successfully covering delivery of all the deliverables (subject to remarks in Para No. 2). The same has been installed and commissioned.

- a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
- b) Description \_\_\_\_\_
- c) Deliverables \_\_\_\_\_
- d) Date of Initiation \_\_\_\_\_
- e) Date of commissioning and proving test \_\_\_\_\_

2. Details of deliverables not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
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3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The successful bidder has fulfilled its contractual obligations satisfactorily for the project\*  
or

The successful bidder has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with date and stamp \_\_\_\_\_



**Ref: CO/ITD/CNW/1695/R1/2018-19****26/02/2019****13. FORMAT FOR PRE-BID QUERIES**

<b>S.No</b>	<b>RFP Point no/Title</b>	<b>Page no In RFP</b>	<b>Details provided in RFP</b>	<b>Query/ Changes Requested</b>



**Ref: CO/ITD/CNW/1695/R1/2018-19**

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**14. CHECKLIST for Part - I**

<b>S. No.</b>	<b>Item Description (Tick Yes If the Item Is attched, else No)</b>	<b>Submitted</b>	<b>Page No.</b>
1.	Signed Technical Bid Document with Addendas	Yes / No	
2.	Proof of Authorised Signatory	Yes / No	
3.	Proof of Limited Company (Copy of Certificate of Incorporation)	Yes / No	
4.	OEM Partnership Certificate – (Copy of letter Issued by OEM)	Yes / No	
5.	Proof of Net Profit In previous 3 financial years(copy of Audited Balance Sheet)	Yes / No	
6.	Manufaturer's Authuorisation Form	Yes / No	
7.	Declaration for Blackllisting	Yes / No	
8.	Proof of Supply of Managed Switches (Copy of Purchase Order) with letter of satisfaction Issued by the buyers.	Yes / No	
9.	Brief Information / Manual about the Switches & Software	Yes / No	
10.	DD for Appllcation Form	Yes / No	
11.	BID Security Form (Bank Guarantee only)	Yes / No	
12.	Vendor Profile Form	Yes / No	
13.	Client Reference	Yes / No	

**Note : Commercial Bid should not be attached with Part - I.**



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Annexure - I

### Additional Features list for Switches Quoted

**I) Additional Features for Type – I Switches**

S.No	Feature List	Description of Feature	Remarks

**II) Additional Features for Type – II Switches**

S.No	Feature List	Description of Feature	Remarks

**III) Additional Features for Type – III Switches**

S.No	Feature List	Description of Feature	Remarks

