

Ref: CO/ITD/1134/R1/2020-21



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SUPPLY, INSTALLATION AND MAINTENANCE OF 170 NOS. OF IP TELEPHONES  
WITH CENTRALIZED MANAGEMENT AND CONTROL INFRASTRUCTURE**

Date and time of Pre Bid Meeting	<b>23/10/2020 at 03:00 PM</b>
Last Date for receipt of bids	<b>09/11/2020 at 03:00 PM</b>
Date and time of opening Technical bids	<b>09/11/2020 at 04:30 PM</b>



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**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/1134/R1/2020-21 dated 19.10.2020
2)	Last date for seeking Pre-bid clarifications/ queries through email <a href="mailto:uthayakumar.palaniyappan@indianbank.co.in">uthayakumar.palaniyappan@indianbank.co.in</a> <a href="mailto:NAVEEN.NIGAM@indianbank.co.in">NAVEEN.NIGAM@indianbank.co.in</a> <a href="mailto:neeraj.gupta@indianbank.co.in">neeraj.gupta@indianbank.co.in</a> <a href="mailto:krishna.prasad2@indianbank.co.in">krishna.prasad2@indianbank.co.in</a> <a href="mailto:vishad.khandelwal@indianbank.co.in">vishad.khandelwal@indianbank.co.in</a>	<b>23/10/2020 by 11:00 AM</b>
3)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>09/11/2020 at 03:00 PM</b>  Address for physical submission  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required.  b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.  c. All supporting documents and product literature in support of Technical specifications.  d. Relevant brochures  f. Compliance to Technical Specifications.  g. Any other information sought by the Bank with relevant to this tender



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5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p> <p>3. Integrity Pact</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 &amp; 2</p>
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	<p><b>09/11/2020 at 04:30 PM</b></p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
8)	Earnest Money Deposit/Bid Security	<p><b>Rs.15,00,000/-</b> (Rupees Fifteen Lakh Only)</p> <p>Valid for 135 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of submission: Offline)</p> <p>MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.</p>



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9)	RFP Cost	<p>Non-refundable <b>Rs.10,000/-</b> in the form of DD favouring "Indian Bank". (Mode of submission: Offline) (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p><b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p>
10)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s.Nextenders (India) Pvt. Ltd. through website <a href="https://indianbankeprocure.etenders.in">https:// indianbankeprocure.etenders.in</a></p>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.



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**SECTION – I**

**REQUEST FOR PROPOSAL (RFP)**

The Bank is interested in identifying the companies providing the services for Procurement of IP Telephones with centralized management and control infrastructure.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Providing Active Directory Management solution, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.



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6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
7. Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2020, issued vide DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and basis of allotment will be done in terms of the same.
8. **Restriction of Bidders from Countries sharing Land Borders with India:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause

Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or



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- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.



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- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) 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.

**After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.**

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SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. 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.

2. Pre Bid Meeting

- A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **23/10/2020 at 03:00PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- 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 to the following email ids on or before **23/10/2020 by 11:00AM**:

[uthayakumar.palaniyappan@indianbank.co.in](mailto:uthayakumar.palaniyappan@indianbank.co.in)  
[naveen.nigam@indianbank.co.in](mailto:naveen.nigam@indianbank.co.in)  
[neeraj.gupta@indianbank.co.in](mailto:neeraj.gupta@indianbank.co.in)  
[krishna.prasad2@indianbank.co.in](mailto:krishna.prasad2@indianbank.co.in)  
[vishad.khandelwal@indianbank.co.in](mailto:vishad.khandelwal@indianbank.co.in)

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, or transferring the amount in the account as detailed in schedule 9 . Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in Schedule 8, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

**Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001**

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 9) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.



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The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

### 3. Amendment of bidding documents

3.1 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(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

3.2 The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

### 4. 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.

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.

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

### 5. Financial Bid

1. The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

### 6. Bid Security (Earnest Money Deposit (EMD) & Cost of Bid Document

The Bidder shall furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.15,00,000/-** (Rupees Fifteen Lakhs Only).

Bank Guarantee should be valid for forty-five (45) days after the validity of the bid (i.e. Bid Validity 90 days + 45 days= 135 days from the last date for submission of Bid), in the format specified in the bid document (Annexure-IV). Bank may seek extension of Bank Guarantee, if required.



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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 after issuing purchase order to the successful L1 bidder, whichever is earlier.

The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.

The bidder will forfeit the Bid Security

a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

Cost of Bid Document **Rs. 10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 9.

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.



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### SECTION-III

#### CONDITIONS OF CONTRACT

#### 1) Scope of the Project

- Supply, installation and maintenance of IP Phone infrastructure for various personnel of the Bank.
- Onsite support for 6 months after implementation (1 resource on Bank working days) for managing and configuring central solution as well as providing assistance for endpoints.

#### 2) Project Milestone and Timeline

- Total time for Delivery and Installation for hardware & software for Centralised Management & Control server should not exceed Six (6) Weeks from the date of Purchase Order.
- Total time for Delivery, Installation and configuration of IP Phones across all location in India, Singapore & Colombo should not exceed Two (2) Weeks from the date of installation of Centralised Management & Control Server.

#### 3) 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.

#### 4) Eligibility Criteria

- The Bidder should be Private/Public Limited Company and should be in existence in India for the last 3 years (as on 31.03.2020).
- The Bidder should be Net profit earning organization in each of the last three Financial years. (2017-18, 2018-19 & 2019-20)
- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.
- The Annual turnover should be more than Rs.20 crores for each of the last three Financial years. (2017-18, 2018-19 & 2019-20)
- The Bidder should have supplied minimum of 350 IP Phones in a single setup alongwith centralized management & controlling solution of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years.



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- The bidder should be an Authorized reseller of the equipment being quoted in the bid. (MAF to be submitted as per Annexure-V)
- The bidder should have service center in Chennai & Mumbai. The Postal Address of the service center along with proof of address should be provided with the bid.

## 5) Payment Terms

### Central Management and Control Device

- **On Delivery:**
  - Eighty (80)% of the price of the Centralised management & control infrastructure will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.
- **On Installation:**
  - Twenty (20) % of the price of the Centralised management & control infrastructure (along-with SW AMC for 1<sup>st</sup> year) delivered & installed will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.'
- **Subsequent AMC Payment**
  - Subsequent AMC Payment for 2<sup>nd</sup> & 3<sup>rd</sup> year for Centralised Management & Control software will be made annually in advance.
  - Bank reserves the right to renew the AMC for the software from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.
  - TDS will be deducted for the payment, if applicable.

### Voice & Video IP Phones/ Voice only IP phones with three years warranty

- One Hundred (100) % of the price of the IP Phones delivered & installed at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery & Installation Certificate duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy

### Implementation Charges

- 100% implementation charges will be paid on installation and go-live of the solution.

### Onsite support for six months

- Payment for onsite support of 1 resource will be released monthly in arrears.



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## 6) Scope of Work

1. The bidder will have to implement complete solution consisting of IP Phones and centralized management & control solution.
2. The bidder should provide the architecture for implementing the solution on Bank's Existing Network.
3. The bidder should supply, install and commission the necessary hardware and software in Central location i.e. DC and DR. The Central Infrastructure must be implemented in a redundant mode (High Availability) at both DC and DR Site. In case any server application was to fail in the DC then the devices must automatically register to the servers in DR Site.
4. The Conferencing Solution should have both Video and Audio conferencing capability.
5. Every user who has been given the capability of Video enabled IP Phone must be able to conduct review meetings with at least 5 participants using their IP Phones.
6. The solution should also have functionality for point to point and point to multi-point video / audio calling capability.
7. The solution should provide video codecs / infrastructure that helps compression of data to conserve bandwidth. Latest Audio and Video compression must be provided.
8. The Conferencing Solution must provide for at least 50 ports @720p and additional 50 ports for audio only participants.
9. The bidder will deliver, install, maintain and manage IP Phone (at all location across India, Singapore & Colombo), hardware/software at Central location and will make the system available to branch / office locations.
10. The bidder will provide necessary training to the staff of the Indian Bank involved in this project. The training will cover installation, implementation, administration, usage, troubleshooting and interpretation of reports, logs etc.
11. During installation visit the bidder will impart onsite training to Bank personnel for user level training (Usage & features of IP Phone).
12. The bidder will provide the complete documentation of the project both in hard copy and soft copy.
13. Security of the solution: Bidder should ensure that the solutions proposed facilitate necessary security checks and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.
14. Multiple levels of authority: It is mandatory that the proposed solution provide multiple levels of access for users, managers, administrators etc., depending on their roles.

## 7) Warranty/AMC

- The Supplier 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 Supplier further warrants that all Goods supplied under this Contract shall have



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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 Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- This onsite comprehensive warranty with 24 \* 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.
- After completion of warranty period of three Years, AMC will be entered at mutually agreed rates.
- However, Bank reserves the right to go into AMC agreement with other vendors.

## 8) Insurance

The goods supplied 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 supplier 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. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

## 9) Place of Delivery

Complete address will be provided in the Purchase Order.

## 10) Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods





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and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

### 11) Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

### 12) Liquidated Damages

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

### 13) Maintenance and Support

- On Bank's request, the successful bidder has to provide necessary onsite support at no additional cost to bank during the contract period within 24 hours of receiving request from the Bank.
- Software implementation and maintenance including 24\*7\*365 onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- 99% up time to be maintained, calculated on a 24\*7 basis per quarter for the centralised monitoring & control equipment supplied by the bidder. The penalty applicable for every 0.1 % drop in uptime is 0.05% of the cost of complete solution.
- Response with Level 1 diagnosis - 2 hours (telephonic or onsite), Uptime - 99 % uptime average on quarterly basis for the solution, Resolution - Within 8 hours on Site.
- Any issue arising in IP Phone (including Power Adapter) has to be resolved by the bidder within 36 hours from the time the call has been logged with bidder. The penalty applicable for every 1 hour drop in uptime of IP Phone is 1% of the cost of a IP Phone.
- If the issue with IP Phone (including Power Adapter) is not resolved within 48 hrs, then the same has to be replaced by the bidder at no additional cost.
- The penalty will be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards





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ATS/AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.

**14) Bank's right to accept or reject any bid or all bids**

- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

**14) Performance Security**

- a. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 10% of the contract value in the form of a Bank Guarantee, valid for 39 months with further one month claim period, in the format enclosed (Annexure-III).
- b. The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- c. If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

**15) Negotiation**

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

**16) Limitation of Liability**

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. 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 vendor 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. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.



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For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

### 17) Indemnity Clause

If at the time of the 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 supplier shall indemnify the Bank and keep it indemnified on that behalf.

### 18) 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.

### 19) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

### 20) IT Act 2000

The equipment's to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

### 21) Intellectual Property 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 or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

### 22) Acceptance of Purchase Order

Vendor has to submit the acceptance of the purchase order within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

### 23) Signing of Contract Form

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-II) and return it to the Bank. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.



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**24) Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier 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.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier 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.
- c. 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 Purchaser and a Supplier 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 Purchaser and the Supplier; 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 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.



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(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) 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 supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

## 25) Right to Alter Quantities

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order

## 26) Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable.

## 27) Authorization Letter from OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-V. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

## 28) 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 is to be submitted. 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.

## 29) Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all



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reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

### 30) Termination for Convenience

The Bank, by 90 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier'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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

### 31) Termination for Default

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

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, 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 anything 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



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establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

### 32) Force Majeure

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. For purposes of this clause, "Force Majeure" means an event beyond reasonable 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. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

### 33) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also they should not divulge any data / information.**

The successful bidder will have to enter into a Non Disclosure agreement (As per the format mentioned in RFP) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.



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34) Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-VI of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

### 35) Adoption of Integrity Pact

- 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.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per the Annexure-VI. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 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.
- 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.
- 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.
- 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.
- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd)

Email: [dutt.brahm@gmail.com](mailto:dutt.brahm@gmail.com)

2. Shri. Balraj Joshi, Ex-CMD, NHPC (Retd)





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Email: [balrajjoshi@hotmail.com](mailto:balrajjoshi@hotmail.com)

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

### 36) General Terms

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Three Years onsite warranty with 24/7 Support with 99% Uptime on Quarterly basis for the hardware.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24\*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- The laying of rack cable dressing and labelling should be done neatly without any financial implications.
- Detailed documentation of installation and solution has to be provided after successful installation.





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- All cables and accessories to implement connectivity between Server & LAN Switches to be provided.
- Performance issues to be solved by the supplier without any additional cost to the bank.



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**SECTION-IV**  
**INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

**2. INSTRUCTIONS**

**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.



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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 3 (i.e. till 3.00 PM on the next working day). Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

**Note:** Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.



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**Support Desk Contact Details**

M/s. Nextenders (India) Pvt. Ltd  
Yuchit, Juhu Tara Road  
Mumbai – 400 049.  
Support Contact No. 020-25315555 Ext no 8 then 8  
Support Email: [support.indianbank@nextenders.com](mailto:support.indianbank@nextenders.com)

**2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

**2.4. BID RELATED INFORMATION**

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

**2.5. OFFLINE SUBMISSIONS**



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In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- Earnest Money Deposit/Bid Security
- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 9)
- Integrity Pact

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 09/11/2020, 03.00 PM to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal (RFP) for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure**" and the words 'DO NOT OPEN BEFORE (09/11/2020 at 03.30 PM)'.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

**The following 'Four Key Instructions' for bidders must be assiduously adhered to**

- Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



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**SECTION-V**

**PART I - Functional and Technical Requirements**

Date:

The Asst. General Manager  
CO: Information Technology Department  
Indian Bank  
254-260 Avvai Shanmugam Salai  
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure.

Ref: Your RFP No. CO/ITD/1134/R1/2020-21 dated 19.10.2020.

\*\*\*\*\*

Referring to your above RFP, we submit the compliance details of the specifications given below:

The centralized monitoring and controlling server setup for IP phones would be deployed in DC, Chennai and DR Site, Navi Mumbai of the Bank from which all the deployed IP phones would be managed.

The network already available at administrative offices, FGMs, Zonal Offices and LCBs would be sufficient to handle VoIP (IPT), and the same network will be utilized for setting up the IPT in the Bank.

The proposed detailed inventory of IP telephones to be deployed is provided below:

S No	Description	Quantity	
		Voice & Video	Voice Only
1	MD & CEO (Including MD Secretariat)	2	0
2	EDs (Including ED Secretariat)	6	0
3	GMs stationed at Corporate Office/Head Office	30	0
4	FGMs	14	0
5	Zonal Managers	78	0
6	LCB heads	10	0
7	Treasury Branch	1	1
8	IMAGE Principal	1	0
9	Bank's Singapore Office	1	1
10	Bank's Colombo Office	1	1
11	Data Center (including Work Area & Server Area)	0	4
12	DR Site (including Work Area & Server Area)	0	2
13	NDR Site (Sitting & Work area)	0	2
14	eALB's Mumbai CBS Office	0	1
15	NOC	0	2



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S No	Description	Quantity	
		Voice & Video	Voice Only
16	SOC	0	2
17	CBS EOD	0	1
18	RTGS/NEFT	0	1
19	ATM SWITCH	0	1
20	NetBanking	0	1
21	Spare	3	3
<b>Total</b>		<b>147</b>	<b>23</b>
<b>Grand Total</b>		<b>170</b>	

**1. Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:**

S No.	Technical Specification	Bidder's Response (Complied/Not Complied)
1.	The phone should support AC power Adapter option and to be supplied with OEM AC power adapter.	
2.	The phone should have 2 x 1GE ports, one for the LAN connection and the other for connecting to PC/laptop.	
3.	Active directory and Lightweight Directory Access Protocol (LDAP) integration.	
4.	Ready access to missed, received or placed calls.	
5.	The phone should support QoS mechanism.	
6.	The phone should provide user the flexibility while using the headset i.e. RJ-9, USB-based, 3.5mm & Bluetooth. The phone to be supplied with a RJ-9 headset.	
7.	IP address Assignment by DHCP or statically configured	
8.	Hands-free operation with full-duplex speaker-phone	
9.	The phone should be a SIP based Phone i.e. session Initiation protocol (SIP) supported	
10.	Should have keys for specific functionalities such as – voicemail, directories, settings, transfer, speakerphone, mute on/off, etc	
11.	Media Encryption (SRTP) using AES	
12.	Signaling Encryption (TLS) using AES	
13.	Encryption of Configuration Files	
14.	The phone should have the ability to register to call control server over an internet link with or without VPN.	
15.	The phone should support IPv4 and IPv6 from day1.	
16.	Should have min 5" screen with color display with at least 4 programmable line keys	



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S No.	Technical Specification	Bidder's Response (Complied/Not Complied)
17.	The phone should support backlit indicators for the audio path keys (handset, headset, and speakerphone), select key, line keys, and message waiting.	
18.	Should have a built-in camera with 720p resolution (encode & decode). The camera should have a shutter to open/close camera. Should support standards based video protocol H.264	
19.	Should support self-view video, picture in picture (pip) with adjustable positions of pip.	
20.	Should support Bluetooth for handsfree earphones	
21.	The phone should support mounting against a wall	
22.	The phone should support at least 100 entries for call history i.e. missed, received, placed etc.	
23.	Should support busy lamp indicator (BLF) to indicate the presence	
24.	The phone should support the following features at a minimum: a) Call forward b) Call pickup c) Call waiting d) Callback e) Call park f) Conference g) Auto answer h) Music on hold (MoH) i) SIP URI dialing j) URL Dialing k) Message waiting indicator (MWI) l) Personal directory m) Call history lists n) Distinctive ringing	

**2. Technical Specification of Voice only IP phones being provided to Data Center, DR Site and other critical Bank operation team viz. NOC, SOC, EOD, RTGS/NEFT, CBS, etc.:**

S No.	Technical Specification	Bidder's Response (Complied/Not Complied)
1.	The phone should support AC power Adapter option and to be supplied with OEM AC power adapter.	
2.	The phone should have 2 x 1GE ports, one for the LAN connection and the other for connecting to PC/laptop.	





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S No.	Technical Specification	Bidder's Response (Complied/Not Complied)
3.	Active directory and Lightweight Directory Access Protocol (LDAP) integration.	
4.	Ready access to missed, received or placed calls	
5.	The phone should support QoS mechanism.	
6.	The phone should provide user the flexibility while using the headset i.e. RJ-9. The phone to be supplied with a RJ-9 headset.	
7.	IP address Assignment by DHCP or statically configured	
8.	Hands-free operation with full-duplex speaker-phone	
9.	The phone should be a SIP based Phone i.e. session Initiation protocol (SIP) supported	
10.	The phone should have a distinct LED indicator for message waiting.	
11.	Media Encryption (SRTP) using AES	
12.	Signaling Encryption (TLS) using AES	
13.	Encryption of Configuration Files	
14.	The phone should have the ability to register to call control server over an internet link with or without VPN.	
15.	The phone should support IPv4 and IPv6 from day1.	
16.	Should have min 3.5" backlit screen with greyscale display with at least 4 programmable line keys	
17.	The phone should support backlit indicators for the audio path keys (handset, headset, and speakerphone), select key, line keys, and message waiting.	
18.	The phone should support mounting against a wall	
19.	The phone should support at least 100 entries for call history i.e. missed, received, placed etc.	
20.	Should support busy lamp indicator (BLF) to indicate the presence	
21.	The phone should support the following features at a minimum: a) Call forward b) Call pickup c) Call waiting d) Callback e) Call park f) Conference g) Auto answer h) Music on hold (MoH) i) SIP URI dialing j) URL Dialing	

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S No.	Technical Specification	Bidder's Response (Complied/Not Complied)
	k) Message waiting indicator (MWI) l) Personal directory m) Call history lists n) Distinctive ringing	

**3. Technical Specification of Centralized Management & Control device:**

S No	Technical Specifications	Bidder's Response (Complied/Not Complied)
<b>Call Manager - for 170 users and expandable upto 7000 in the same solution</b>		
1	The network will have VoIP based call control architecture with centralized call control functionality across minimum 2 nodes for enhanced redundancy.	
<b>General Specifications</b>		
1	A comprehensive IP based solutions based on a Server Gateway Architecture.	
2	Support for integrated telephony solution for Video conferencing devices, Analog & IP Phones, PSTN gateways over IP architecture.	
3	The solution should support users the ability to use their IP Phones outside of the enterprise (Internet) to make audio and video calls along with IM/Presence with or without VPN.	
4	The solution should allow for business to business (B2B) video calls using VoIP, with other organizations without bypassing existing firewalls.	
<b>System Architecture</b>		
1	The call control system should be fully redundant solution with No single point of failures & should provide 1:1 redundancy. The deployed servers should perform call processing all the time (Active-Active) and act as backup in case of the failure of one server.	
2	The proposed system should be Integratable with ACD, IVR.	
3	The call control system should support IPv4 and IPv6 from day one.	



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S No	Technical Specifications	Bidder's Response (Complied/Not Complied)
4	The proposed call control server should provide support for standards based VoIP IP Phones (Wired & Wireless), Analog Phones, Video Phones, Video Conferencing endpoints and soft clients to provide centralized management and unified dial plan.	
5	Conference Bridge—provides software conference bridge resources that can be used by IP EPABX.	
6	The system should support an inbuilt reporting tool for calls. Reports that are provided include Calls on a user basis, Calls through gateways, Simplified Call Quality.	
7	Should support signaling standards/Protocols – SIP, H.323, Q.Sig.	
8	The system should provide the ability to perform tasks in bulk i.e. Add, Remove, Update users, phones, gateways, dial plan etc.	
9	The system should support creation of users and their authentication locally and via an integration with LDAP.	
10	The system should support call admission control to configure number of calls that can be active between locations – intercluster and intracluster.	
11	The system should support access based calling feature, i.e. a system admin must have the ability to restrict or allow calls to or from a specific user.	
12	Open API should be provided when required which will help to develop customized IP applications which will integrate with call processing.	
<b>Security</b>		
1	All the appliances in the call control system should have dual redundant and hot swappable power supply and fans for high availability.	
2	All appliances in the call control system should have hot swappable storage disks to ensure high availability.	
3	Support for configuration database (contains system and device configuration information, including dial plan)	
4	Having inbuilt administration web based administration. No additional thick client for administration on the Admin PC. Should also support HTTPS for management.	
5	Access to the system should be secure for the purpose of access over IP network. The protection of signaling connection over IP by means of authentication, Integrity and encryption should be carried out using TLS.	



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S No	Technical Specifications	Bidder's Response (Complied/Not Complied)
6	There should be provision of defining password aging, one time passwords. Provision shall be available to bar unauthorized user to connect to the system. The system should monitor and report the following types of security \ violation login Violations, authorization code violation Station security code violations etc.	
7	IP Phones should not support direct, external initiated, connections via HTTP, telnet, FTP, TFTP or any other protocol as means to prevent distributed Denial of Service attack exploitation, except those required for routine firmware upgrades.	
8	Role Based Account Management to define different levels of administrator access depending on specific function responsibility	
9	The system should support complete encryption capabilities with the ability to encrypt all traffic (media and call control signaling) between IP phones, softphones, call controllers, gateways and all other associated endpoints using a strong encryption algorithm (AES, IPSec and SRTP, for example).	
10	All management traffic between the remote console/session and control server should be encrypted (SSH for Direct Command Line Sessions, Interface, HTTPS (SSL) for Web Sessions, SFTP for File Transfer Etc.).	
11	Should support SSL for LDAP directory integration.	
12	All Hardware & Software with license required for providing above Security measures and other features must be supplied.	
<b>System Capabilities Summary</b>		
1	The System should have IP capability for interfacing & Communicating with Voice, Video and Data infrastructure	
2	The architecture should support a minimum of 7000 IP phones and VC systems per Server	
3	The System should support Alternate Call Routing	
4	The System should have GUI support web based management console	
5	<b>System backups:</b> The management system should have the provisioning for taking manual as well as scheduling of automatic periodic backup of complete system & data.	
6	The System should support Audio message-waiting indicator (AMWI)	



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S No	Technical Specifications	Bidder's Response (Complied/Not Complied)
7	The System should have Automated bandwidth selection	
8	Should support SNMP v2, v3	
9	Admin should be able to monitor the call control system i.e. system performance, device status, device discovery, CTI applications, voice messaging ports etc.	
<b>IM &amp; Presence</b>		
1	Solution should provide a "presence" application for users, so that they can see the availability status of their contacts in their contact list.	
2	The common supported status for this application should be available, busy, idle, away etc.	
3	Should support the users to see other user's IP phone's on/off hook states	
4	The IP Phone should support manual setting of user status to: Available, Away, Do Not Disturb (DND) etc.	
5	Should support management of contact list and personal settings from Presence based desktop application	
6	Should support click to call, click to Video and click to conference features.	
<b>Video Telephony Support</b>		
1	The call control system should provide integrated video telephony features to the users so that user with IP Phone should be able to place video calls with the same user model as audio calls.	
2	The users should be able to transfer video calls as audio calls	
3	Call-Server should provide a common control agent for signaling, configuration, and serviceability for voice or video end points.	
4	Call control system should handle CODEC and video capabilities of the endpoints, bandwidth negotiation to determine if video/audio call can take place.	

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)



**Ref: CO/ITD/1134/R1/2020-21**

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the time frame for completion of activities as per your above bid.

We agree to the terms of payment mentioned in your bid.

We submit that we shall abide by your terms and conditions governing the quotation.

i. We submit that the details given above are true to the best of our knowledge.

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:



Ref: CO/ITD/1134/R1/2020-21

**PART - II**

**Commercial Bid (To be submitted after Online Reverse Auction)**

The Asst. General Manager  
CO: Information Technology Department  
Indian Bank  
254-260 Avvai Shanmugam Salai  
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure.

Ref: 1. Your RFP No. CO/ITD/1134/R1/2020-21 dated 19.10.2020.  
2. Online Reverse Auction Dated \_\_\_\_\_

@@@@@

Further to the online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price details for Request for Proposal for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure as per the specifications given in Part-I.

S No.	Description	Qty	Unit Price	Total Price
1.	Voice & Video IP Phones with three years warranty	147		
2.	Voice only IP phones with three years warranty	23		
3.	Central Management and Control Device with three years warranty at DC and DR site in HA mode at both DC and DR			
4.	Any other hardware/ software for implementing the solution	(To be quoted)		
5.	Software Licenses with one year warranty			
6.	2 <sup>nd</sup> Year AMC for Software Licenses			
7.	3 <sup>rd</sup> Year AMC for Software Licenses			
8.	One time Implementation Charges	1		
9.	Onsite support of 1 resource	6 months (X)	Per month, (Y)	(X*Y)
<b>Total</b>				



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**Total Cost to be quoted in reverse auction = Rs.**

\* Price is inclusive of all charges but exclusive of taxes. TDS if any, will be deducted from the payment.

**Total Amount in words:** Rupees \_\_\_\_\_

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For

Office Seal

**(Authorized Signatory)**

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:





Ref: CO/ITD/1134/R1/2020-21

**Annexure -I**

**SELF DECLARATION – BLACKLISTING**

Assistant General Manager  
Information Technology Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Dear Sir,

**Sub:** Request for Proposal for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure.

**Ref:** Your RFP No. CO/ITD/1134/R1/2020-21 dated 19.10.2020

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:**

**Name:**



Ref: CO/ITD/1134/R1/2020-21

**Annexure-II**

**CONTACT FORM**

**THIS AGREEMENT** made the .....day of.....2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and ..... (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Purchaser invited bids vide RFP No. ....for certain Goods and ancillary services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for ..... (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 Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier 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 Supplier are as under:



Ref: CO/ITD/1134/R1/2020-21

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

**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 supplier)  
in the presence of:.....



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**Annexure-III**

**Performance Security Format**

Bank Guarantee No.

Date:

To: INDIAN BANK,  
Chennai,  
INDIA:

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to.....(Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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.....2020

Signature of Authorized Official with Seal

.....

Date.....2020

Address:.....

NOTE:



**19.10.2020**

**Ref: CO/ITD/1134/R1/2020-21**

1. Supplier should ensure that 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 and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 39 months and claim period is One month as per Clause 14 of Section-III (Performance Security) of condition of contract.



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Annexure-IV

**BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit its bid..... for the supply of ..... (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 seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

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; and/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 including forty five (45) days after the period of the bid validity 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 and shall be on a Non-Judicial Stamp Paper of requisite value.



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**Annexure - V**

**MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Dated

To

Dear Sir:

RFP No. \_\_\_\_\_ dated \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (*name & descriptions of goods offered*) having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above RFP (Request for Proposal).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of Manufacturer)

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



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**Annexure-VI**

**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 Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure. 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.





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**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 Suppliers" 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- 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 creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.



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#### Section 4 – Compensation for Damages

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.
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

1. 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.
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)



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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) accept 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.
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.



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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 reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
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 .....

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(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----



Ref: CO/ITD/1134/R1/2020-21

Witness 1:

(Name & Address) -----

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Witness 1:

(Name & Address) -----

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Witness 2:

(Name & Address) -----

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Witness 2:

(Name & Address) -----

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Ref: CO/ITD/1134/R1/2020-21

**CHECKLIST**

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/Private Limited company and should be in existence in India for the last 3 years as on 31.03.2020.	Copy of Certificate of Incorporation
2	The Bidder should be Net profit earning organization in each of the last three Financial years. (2017-18, 2018-19 & 2019-20)	Copy of Audited Balance Sheet.
3	The Annual turnover should be more than Rs.20 crores for each of the last three Financial years. (2017-18, 2018-19 & 2019-20)	Copy of Audited Balance Sheet.
5	The Bidder should have supplied minimum of 350 IP Phones in a single setup alongwith centralized management & controlling solution of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial year.	Copy of Purchase orders issued by Banks / Financial Institutions /PSUs & Government Organizations/Private Limited Companies.
6	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self Declaration as per the format given in Annexure-I should be attached.
7	The bidder should be an Authorized reseller of the equipment being quoted in the bid.	MAF to be submitted as per Annexure-V
8	The bidder should have service center in Chennai & Mumbai.	The Postal Address of the service center along with proof of address should be provided with the bid.
9	Technical Compliance	Compliance to be given as per Part – I
10	Bid Security Form (Bank Guarantee Only)	Bid Security of Rs.15,00,000/- as per Annexure-IV.
11	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
12	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

