



Request for Proposal (RFP)

for

**Supply, Installation and Maintenance of Telepresence Video Conferencing
Solution for Mini Board Room.**

RFP Date	22/02/2021
Pre-Bid Meeting	02/03/2021 at 11:00 AM
Last Date for receipt of bids	15/03/2021 at 03:00 PM
Date and time of opening Technical bids	15/03/2021 at 03:30 PM

**INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI (TN) PIN- 600014**

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1. SCHEDULE

1. SCHEDULE	
RFP /Tender Reference Number and Date	CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021
Last date for seeking Pre-bid clarifications/ queries through email <i>franklin.b@indianbank.co.in</i> <i>manish.vishwakarma@indianbank.co.in</i> <i>mohankumar.d@indianbank.co.in</i>	28/02/2021 by 5:00 PM
Last Date & Time for submission of Bids in Online & Offline Mode	15/03/2021 at 03:00 PM Address for physical submission: <i>Chief Manager</i> <i>Indian Bank, Corporate Office,</i> <i>Expenditure Department, First Floor,</i> <i>A Wing, 254-260, Avvai Shanmugam Salai,</i> <i>Royapettah, Chennai, Pin 600 014</i>
Documents to be submitted Online	<ol style="list-style-type: none"> 1. Eligibility Criteria, along with all supporting documents required. 2. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. 3. All supporting documents and product literature in support of Technical specifications. 4. Relevant brochures 5. Compliance to Technical Specifications. 6. Any other information sought by the Bank with relevant to this tender
Documents to be submitted physically by Bidders (Offline Mode)	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.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. Technology Management Department-II IFSC Code: IDIB000H003 Branch: Harbour Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption.
RFP Cost	Non-refundable Rs. 10,000/- (Rupees Ten Thousand Only), in the form of DD favoring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. Technology Management Department-II IFSC Code: IDIB000H003 Branch: Harbour

	Mode of submission: (Offline for DD/Online for e-transfer)
Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	15/03/2021 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah, Chennai – 600 014
Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
Online Bid Submission Details	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. Antares Systems Limited through website https://www.tenderwizard.com/indianbank
RFP information availability	This RFP document can be downloaded from the website: https://www.indianbank.in and e-procurement portal: https://www.tenderwizard.com/indianbank Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites.
Note	The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP. The tender is not splittable. Only one SI will be awarded with contract.

	<u>SECTION-I</u>
2.1	Request for Proposal (RFP)
	<p>Indian Bank invites quotations for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room through online tendering mode.</p> <p>This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, i.e. Technical Bid and Indicative Price Bid followed by an online reverse auction. Lowest Quoted (L1) price will be finalized through online reverse auction process.</p> <p>Bank will follow two bidding system.</p> <p>Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enroll/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website.</p> <p>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.</p> <p>Interested eligible bidders may submit their quotation for providing Telepresence Video Conferencing Solution, as specified in Part-I as per the following procedure:</p> <ol style="list-style-type: none"> 1. Bidders should enrol/register before participating through website - https://www.tenderwizard.com/indianbank . 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 any stage at its sole discretion without assigning any reason thereof. 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).
2.2	Make in India
	This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.
2.3	Benefits To Micro And Small Enterprises (MSEs) as per the Guidelines of Public Procurement Policy issued by Government of India
	<ul style="list-style-type: none"> As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender. MSEs are also exempted from payment of cost of bid documents and submission of bid security. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting). 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).
2.4	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.

	<p>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.</p> <p>"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"</p> <p>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.</p> <p>"Bidder from a country which shares a land border with India" means:</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>"Beneficial owner" will be as under:</p> <p>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.</p> <p>Explanation</p> <p>"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;</p> <p>"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;</p> <p>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;</p> <p>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</p>
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	<p>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;</p> <p>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.</p> <p>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.</p> <p>"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.</p>
2.5	Important Notes
	<p>The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.</p> <p>(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.</p> <p>(iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.</p> <p>(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.</p> <p>After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.</p>

SECTION-II - INSTRUCTIONS TO BIDDERS	
3.1 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.
3.2 Pre-Bid Meeting	<p>A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on 02/03/2021 at 11:00 AM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.</p> <p>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 28/02/2021 by 05.00PM:</p> <p style="text-align: center;"> mohankumar.d@indianbank.co.in manish.vishwakarma@indianbank.co.in franklin.b@indianbank.co.in </p> <p>Indian Bank, Head Office, Information Technology Department, 2nd Floor , 66, Rajaji Salai, , Chennai- 600 001</p> <p>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 6) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.</p> <p>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://www.tenderwizard.com/indianbank and informed vide mail to the bidders who have raised queries.</p>
3.3 Amendment of bidding documents	<ol style="list-style-type: none"> 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). The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.
3.4 Technical Bid	<p>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.</p> <p>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.</p> <p>Any bid document not accompanied by the above will be rejected.</p>
3.5 Financial Bid	

	The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders. The calling for quote does not confer any right on the bidder for being awarded any purchase order.
3.6	Bid Fee
	Bidder should submit a DD/Online Transfer for Rs.10,000/- along with part I towards cost of the Bid. The bids of those Bidders who have submitted the DD will be considered for evaluation. Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption for Cost of Bid document.

SECTION III - CONDITIONS OF CONTRACT	
4.1. Definitions	<p>In this contract, the following terms shall be interpreted as indicated:</p> <p>A. "The Contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>B. "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;</p> <p>C. "The Goods" means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;</p> <p>D. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;</p> <p>E. "The Purchaser" means Indian Bank.</p> <p>F. "The Supplier" means the company supplying the Goods and Services under this Contract.</p> <p>G. "The Project Site", where applicable, means the place of delivery of equipment's.</p>
4.2. Use of Contract Documents and Information	<p>1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>2. The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract</p>
4.3. Scope of the Project	Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.
4.4. Scope of Work	<p>A. Implementation of the project should be done on turnkey basis.</p> <p>B. The Bidder should provide an end-to-end Telepresence Video Conferencing Solution with VC endpoints, main displays, content display, cameras, microphones, speakers with amplifiers, table with cable cubby, along with lightings, ceiling, floor carpeting and touch controller. All the equipment should run in their respective Operating Systems of the latest version.</p> <p>C. Room acoustics to be properly designed and implemented to achieve crystal clear audio.</p> <p>D. Design and implementation diagram to be submitted before starting the installation. The same will be confirmed by Bank representative.</p> <p>E. The Bidder should develop a project implementation plan indicating milestones and deliverables to Bank. The project implementation plan will be monitored regularly</p>

	<p>and delay in achieving milestones and deliverables will be analyzed and corrective action may be taken. Bidder should immediately inform Bank for any delay in installation from Bank side to arrive at corrective action.</p> <p>F. Bidder has to provide adequate training and operational guidelines to designated Bank personnel to handle the infrastructure.</p> <p>G. Accessories required if any during installation, operationalization, testing, commissioning of the supplied equipment will be arranged by the Bidder without any additional cost to the Bank.</p> <p>H. The proposed Telepresence Video Conferencing Solution should be maintained by the successful bidder under Warranty for a period of 3 Years and AMC of 2 Years after completion of warranty period. The AMC for existing hardware may be renewed with vendor at mutually agreed rates after completion of AMC of 2 years.</p> <p>I. Provision of recording and viewing recorded videos as and when required by Bank.</p> <p>J. As per business needs, Bank may require changes during the contract period regarding functionalities of the Telepresence Video Conferencing Solution. The Bidder shall be responsible for reinstalling / Commissioning of the equipment at no extra cost.</p> <p>K. The Design, Implementation and Maintenance of the Telepresence Video Conferencing Solution may require timely changes and the bidder shall ensure that the changes/solution/upgrades are provided as and when required without any additional cost to the Bank.</p> <p>L. The bidder will provide the complete documentation of the project both in hard copy and soft copy.</p> <p>M. Cabling should be done without damaging the interior and existing equipment.</p> <p>N. Power cable to suit Indian environment.</p> <p>O. All necessary connectors, converters and cables to be provided and installed and during the warranty/AMC period, replacement of these to be provided, if required at no cost to bank</p> <p>P. Security of the System/Solution: Being a financial institution, Bank expects that the solutions proposed facilitate necessary security checks and validation processes for ensuring fool proof access to the systems. These security measures should be an integral part of the product.</p> <p>Q. Bidder should do preventive maintenance and testing of Telepresence Video Conferencing Solution periodically.</p> <p>R. It is bidder responsibility to remove the existing Display Units at no extra cost to Bank.</p> <p>S. All cameras and all microphones will be utilized for any VC through codecs and for any soft VCs (cloud based virtual meetings such as Microsoft Teams, Google Meet, by enabling the setup with USB pass-through feature).</p> <p>T. Professional training to the top management of the Bank for attending local/VC meetings in the Board room to be given as and when Bank requires.</p> <p>U. Proposed system should take care of seamless camera switching (no blacking out, no blue screen appearance and no flickering should be there), when pre-sets of different cameras are called for. If any additional hardware is required, bidder has to supply, integrate and maintain the same without any additional cost to the Bank.</p> <p>V. Bidder has to provide onsite support for hardware/ software/ third party tools at no additional cost to the bank during the warranty/ AMC/ ATS period. Bidder has to ensure that services under warranty, AMC, ATS should be provided on comprehensive onsite basis only.</p> <p>W. The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.</p>
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4.5.	Eligibility Criteria
	<ol style="list-style-type: none"> Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2020. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account. Bidder should have been in the concerned line of business at least for the last 3 years as on 31.03.2020. Bidder & OEM should have full-fledged service set up in Chennai. Bidder should be authorized partner of OEM for supply and support of the Telepresence Audio & Video Conferencing Solution in India. Bidder should be having net profit/ positive net worth in each of the three financial years (2017-18, 2018-19, 2019-20). Annual turnover of the bidder should be more than Rs. 10 Crores during each of last three financial years. (2017-18, 2018-19, 2019-20) Bidder shall have carried out installation of similar nature in Board Rooms of Banks / Financial Institutions / Government Organizations/ Leading Corporates in India Bidder should have successfully executed, during last 5 years as on 31.03.2020, at least One similar projects costing more than Rs.100.00 Lakh OR Two similar projects costing more than Rs.60.00 Lakh. The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission. The solution quoted by the bidder should be as per Technical Compliance mentioned in RFP. The solution quoted by the bidder should be with 3 Year warranty from OEM. The Bidder should provide the escalation matrix for call logging, on their letter head.
4.6.	Delivery Schedule
	All goods should be delivered within Six Weeks from the date of Purchase order and installation to be completed within Two Weeks from the date of delivery or delivery and installation both should be completed within Eight Weeks from purchase order date.
4.7.	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.
4.8.	Evaluation Criteria
	<p>1. General Evaluation:</p> <ol style="list-style-type: none"> The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order. Arithmetical errors will be rectified on the following basis: <ol style="list-style-type: none"> If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. <p>If the Supplier does not accept the correction of the errors, its quote will be rejected.</p> The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

	<p>d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.</p> <p>2. Technical Evaluation: The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree all the Other Terms and Conditions mentioned in the PART I.</p> <p>3. Commercial Evaluation: Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.</p>
4.9.	<p>Payment Terms</p> <p>1. On Delivery: Eighty (80) % of the price of the goods delivered will be paid within 30 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. In case of comprehensive transit insurance policy, the vendor shall submit the proof from insurer against the goods supplied under the contract.</p> <p>2. On Installation/Commissioning and Acceptance: Fifteen (15) % of the invoice price will be paid within 30 days on submission of Installation/commissioning/acceptance Certificate by the supplier, duly counter-signed by the Bank's Representative.</p> <p>The remaining 5% of the invoice price will be kept as retention amount and the same will be released on submission of Bank Guarantee of the equal amount valid till the end of Warranty Period + AMC period + 90 Days.</p> <p>3. AMC payments: Payable yearly in advance on submission of claim/invoice by the vendor.</p> <p>4. Note: TDS will be deducted for the payment, if applicable. Bank reserves the right to renew the AMC for the supplied goods from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.</p>
4.10.	<p>Warranty/Annual Maintenance Contract (AMC)</p> <p>A. 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.</p> <p>B. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser'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.</p> <p>C. This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment, whichever periods concludes later, at promptly notify the Supplier in writing of any claims arising under this warranty.</p>

	<p>D. 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 Purchaser.</p> <p>E. If the Supplier, having been notified, fails to remedy the defect(s) within 15 working days' period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>F. All the parts of items should be covered under comprehensive warranty & AMC without any exception.</p> <p>G. If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank.</p>
4.11 SLA for Maintenance and Support	
	<p>1. Breakdown maintenance of equipment: Whenever the fault in the systems is reported, the successful bidder will arrange to rectify within 04 hours of receipt of complaint and if replacement is required, it should be made operational within 08 hours of inspection of fault by replacing/providing standby unit. If the equipment is not made operational within 08 hours, 1% of the cost of the faulty equipment will be treated as the penalty amount for every 8 hours. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Office hours for attending to the issues is 9AM to 9PM.</p> <p>2. If the uptime of any or all equipment goes below 95% on a quarterly basis, Bank shall have right to cancel the contract and forfeit the Performance Guarantee. Maximum Penalty amount for the equipment will be up-to the cost of the equipment.</p> <p>3. Penalty Amount would be deducted from the AMC/ATS charges payable during the contract period or any subsequent payment due.</p>
4.12. Insurance	
	<p>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.</p> <p>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.</p> <p>In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.</p> <p>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.</p>
4.13. Place of Delivery	
	<p>Delivery Location is in Chennai. Complete address will be provided in the Purchase Order.</p>
4.14. Delays in The Supplier's Performance	
	<p>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.</p>

	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods 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.
4.15. Jurisdiction	
	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.
4.16. 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% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract
4.17. Bank's right to accept/reject quote(s)	
	<ol style="list-style-type: none"> 1. Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore. 2. Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.
4.18. Performance Security	
	<ol style="list-style-type: none"> 1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for 63 months with further One Year claim period. 2. The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract. 3. The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.
4.19. Negotiation	
	The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.
4.20. Limitation of Liability	
	<p>Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <ol style="list-style-type: none"> A. IP Infringement indemnity. B. Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender. C. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order. <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>
4.21. 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.
4.22. 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.
4.23. 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.
4.24. It Act 2000	
	The equipment 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.
4.25. 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.
4.26. Acceptance of Purchase Order	
	Acceptance within 07 days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order.
4.27. Signing of Contract Form and NDA and Submission of Performance Security	
	Within fifteen (15) days of Purchase Order, the successful bidder shall submit the Performance Security, sign the Contract Form (Annexure IV) & Non-Disclosure Agreement (Annexure VIII) and return it to the Bank.
4.28. Settlement of Disputes 0	
	<p>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.</p> <p>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.</p> <p>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.</p> <p>D. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p>

	<p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>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.</p> <p>(a) 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.</p> <p>(b) 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.</p> <p>(c) 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.</p> <p>(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.</p> <p>(f) Notwithstanding any reference to arbitration herein,</p> <ol style="list-style-type: none"> the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and the Bank shall pay the supplier any monies due to the supplier. <p>Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal /other legal recourse.</p>
	<p>4.29. Right to Alter Quantities</p>
	<p>The Bank may at its discretion,</p> <ol style="list-style-type: none"> Increase the requirement up to 10% at the time of placing order with vendor and, Or Decrease the requirement up to 10% at the time of placing order with vendor. <p>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.</p>
	<p>4.30. Authorization Letter from OEM</p>

	The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure IX. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.
4.31. 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 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.
4.32. Applicable Law	
	Laws of India and any other guidelines having the force of law in India will be applicable.
4.33. Termination for Convenience	
	<p>The Purchaser, by 30 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> to have any portion completed and delivered at the Contract terms and prices; and / or 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.
4.34. Termination for Default	
	<p>The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none"> 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; if the Supplier fails to perform any other obligation(s) under the Contract. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>"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</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p>
4.35. 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

	<p>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.</p> <p>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.</p> <p>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.</p>
4.36.	Confidentiality
	<p>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.</p> <p>The supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.</p>
4.37.	General Terms
	<ul style="list-style-type: none"> A. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable. B. All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid C. 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. D. The bid should be valid for 90 days from the date of submission of bid. E. Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications for meeting the scope of the project. F. 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. G. Call logging facility to be made available on 24*7 basis H. Make and Model of the quoted products should be furnished. I. Part numbers for Hardware should be furnished. J. Supplier has to provide onsite Annual Maintenance in total for two years after the completion of three years warranty for proposed hardware procured against this tender. K. Supplier has to install and reinstall (if needed) all the hardware during the contract period without additional cost to the bank. L. Supplier has to provide technical documents, brochure etc. for all the items quoted.

	<p>M. 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.</p> <p>N. The laying of cables, dressing and labelling should be done neatly without any financial implications.</p> <p>O. Detailed documentation of installation and solution has to be provided after successful installation.</p> <p>P. Performance issues to be solved by the supplier without any additional cost to the bank.</p> <p>Q. End of Supports to be informed at least 6 months in advance.</p> <p>R. All the proposed systems will be available for upgrade for 3 years and support for 4 years from date of installation.</p> <p>S. End of sale should not be declared for the equipments quoted in the bid at the time of submission.</p>
4.38.	Other Terms and Conditions
	<p>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.</p>

SECTION IV - INSTRUCTIONS TO BIDDERS FOR E-TENDERING	
5.1 General Instructions	
	These Instructions for e-Tendering supplement other terms and conditions of this tender.
5.2 Rules for Web Portal Access :Instructions	
	<ol style="list-style-type: none"> 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://www.tenderwizard.com/indianbank 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. 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 3.00PM. 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.
5.3 Registration	
	<p>To use the Bank's e-tendering Portal (https://www.tenderwizard.com/indianbank) , 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</p> <ol style="list-style-type: none"> a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal

	<p>b) Upload the scan copy of the PAN Card and GST Registration certificate</p> <p>c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.</p> <p>d) After verification by department/service provider, the id will be activated.</p> <p>e) At the first login, DSC details will be automatically captured by the system.</p> <p>f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.</p> <p>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.</p> <p>Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.</p> <p style="text-align: center;"><u>Support Desk Contact Details</u> M/s. Antares Systems Limited #24, Sudha Complex, 3rd Stage, 4th Block Basaveshwara nagar, Bangalore – 560 079. Support Contact No. 080-40482100 Support Email: gunaseelan.m@antaressystems.com</p>
	<p>5.4 Submission Of Bids Through E-Tendering Portal</p>
	<p>The Bid documents, to be uploaded as part of online bid submission, are as follows:</p> <p>a. Eligibility Criteria, along with all supporting documents required.</p> <p>b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</p> <p>c. All supporting documents and product literature in support of Technical specifications.</p> <p>d. Relevant brochures</p> <p>f. Compliance to Technical Specifications as per Part I</p> <p>g. Any other information sought by the Bank with relevant to this tender</p> <p>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.</p> <p>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.</p>
	<p>5.5 Bid Related Information</p>
	<p>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</p>

	<p>at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.</p> <p>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.</p>
5.6	Offline Submissions
	<p>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.</p> <p>a) DD towards Cost of bid document</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption for Cost of Bid document.</p> <p>The bidder is requested to submit the original documents in a Sealed Envelope on or before 15/03/2021, 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 Telepresence Video Conferencing Solution for Mini Board Room." and the words 'DO NOT OPEN BEFORE (15/03/2021 at 03.30 PM)'.</p>
5.7	Other Instructions
	<p>For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (https://www.tenderwizard.com/indianbank), click on System Requirement Manual/ User Manual.</p> <p>The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –</p> <p>a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.</p> <p>b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal</p> <p>c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal</p> <p>d. 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).</p> <p>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.</p>

SECTION V

PART-I - Technical Specifications

Date:

Indian Bank
CO: Expenditure Department
254-260, Avvai Shanmugam Salai
Royapettah
Chennai 600 014.

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

Referring to your above Request for Proposal (RFP), we submit the compliance details for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room, as mentioned below:

TECHNICAL SPECIFICATION

Sr. No.	Criteria	Technical & Functional Specification	Compliance (Yes/No)
1	General		
1.1		The system should be an integrated system with Dual or higher LED screens with built in Codec, Dual or more HD 1080p cameras, Microphone, touch panel and it should be able deliver enchanting Telepresence experience, wherein participants feel as if they are in the same Virtual Room.	
1.2		The solution should able cater for participation of minimum 6 personnel in each location with stunning visuals, truly life-like audio and interactive content collaboration.	
1.3		All the equipments & softwares provided as a part of the Telepresence solution should be from same OEM only with all required software licenses. The Telepresence video conferencing solution should be capable to be integrated with Hardware based as well as Software based MCUs.	
1.4		The video endpoint should be accompanied with Power Cable, LAN Cable, presentation HDMI Cable, Power adaptors.	

2	Codec		
1.1		Minimum 1, inbuilt, Behind or below the Display	
3	Video		
3.1	Communication Standard	The system should support latest Industry Video standards including H.323 & SIP.	
3.2	Video Compression Standards	Should supports video compression standards H.264/ H.264 High Profile/ H.265 during Encrypted calls	
3.3	Advanced Video Coding (AVC)	H.264/H.265 with 1080p@30fps/1080p @60fps should be possible when sending or receiving two live video sources simultaneously e.g. Presenter & Presentation. Should supports AVC while sending or receiving 2 live video sources simultaneously.	
3.4	Resolution	Should supports 60 fps with 1080p resolution from day 1.	
3.5	Content Sharing	Should support H.239 and BFCP protocols. Should support wired and wireless content sharing from Day 1 of the installation.	
3.6	Control	Control Intuitive Touch Screen/Panel controlling Endpoint functionality	
3.7	Encryption	Should supports H.235v3/H.235.6/AES Media Encryption	
3.8	Lost Packet Recovery	Should support Video Packet Loss Concealment (PLC) / Packet loss protection mechanism.	
4	Audio		
4.1	Audio Standards	System should support latest industry audio standards G.711, G.719, G.722, G.722.1, G.729(optional), , MPEG-4 AAC-LD Mono & Stereo (optional).	
4.2	Audio Features	Automatic Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization	
4.3	Microphones	Omnidirectional Minimum 03 Microphone for high-quality audio reception with acoustic echo cancellation. Dynamically Steered Microphone. Should able to provide Multi directional location-based audio direct from participant seating position.	
4.4	Security	Should supports AES Media Encryption	
4.5	Audio Quality	Quality audio to bring people together as if they were just across the table.	

4.6	Speakers	Minimum 5 with 1 Subwoofer / Amplifier, high-fidelity speaker drivers providing lifelike, location-based audio from every seat, should supports 3 channel Audio. Speakers should be positioned as an integrated part of telepresence video conferencing Screen.	
5	Camera		
5.1	Number of integrated camera.	Minimum 1 at the top edge of Tele Presence/Main Display Screen	
5.2	Experience	Optimal Eye Contract and whole room experience.	
5.3	Video stream	Minimum resolution supported minimum 4K.	
5.4	Zoom	PTZ with Minimum 5X Optical Zoom	
5.5	Speaker Tracking	Should have the capability to automatically detect active speakers in the conference room. The camera should have face detection mechanism to enable automatic framing of participants. Ability to turn-off speaker tracking if needed.	
5.6	Smart Integrations	Should provide People count for usage metrics and resource allocation; tight integrations with screens enhance user interactions.	
6	Display Screen		
6.1	Main/People/Telepresence Display	Two 82" or Three 65" or more UHD Immersive video conferencing Screen (minimum 1080p, 60fps)	
6.2	Presentation/Content Display Positioning	Minimum one 55" or 65", Display Screen (Full HD 1920x1080).	
6.3	Positioning	1) Participants display should be placed such as to have experience of participants (near & far end) sitting across the table. An optimal distance should be maintained between table and screen. 2) Content display should be positioned at the center and above the participant's display.	
6.4	Participants/Content Swap	Place content on the participants' displays, either one or all three when not in call.	
6.5	Quality	Professional Grade Display (only in case the Content display is not provided by OEM itself.)	
7	Touch Control Panel & Features		
7.1	Positioning	Positioning Central and /or at the extreme ends of the table	

7.2	Control Function/Feature	<p>1. To control volume increase, decrease and mute.</p> <p>2. Dialing feature to desired location/Site/Office.</p> <p>3. Merge ongoing call with new call.</p> <p>4. Multi-Conference call dialing/joining.</p> <p>5. Switch between Presentation Mode/Conference Mode along with drag and drop option for presentation on anyone/all of the display screen from control panel.</p> <p>6. Above given features are not exhaustive and OEM can add/give additional control features.</p>	
8	Network Interface		
8.1	Presentation Input	Should have DVI (Digital Video Interface) /HDMI/VGA (Digital Video Interface) input to connect PC/ Laptop directly to the video conferencing system and display resolutions from minimum of WXGA (1280 x 768) to 1080p (1920 x 1080).	
8.2	Content Display	Minimum 1 HDMI interface and provision for connecting additional 1 (total 2) display screen should be provided.	
8.3	LAN Ports	Minimum 1 LAN /Ethernet--10/100/1000 Mbps full duplex.	
8.4	WiFi	WiFi - 802.11a/b/g/n/ac 2.4 GHz/5 GHz is desirable	
9	Network Features		
9.1		DNS lookup for service configuration	
9.2		Quality of Service [QoS], IP-adaptive bandwidth management	
9.3		Automatic gatekeeper discovery	
9.4		DTMF tones in SIP, RFC 4733	
9.5		Date and time support using Network Time Protocol (NTP)	
9.6		Uniform Resource Identifier (URI) dialing	
9.7		TCP/IP	
9.8		Dynamic Host Configuration Protocol (DHCP)	
9.9		802.1X network authentication	
10	Security		
10.1		Should support Password protected system menu.	
10.2		ITU-T and IEEE standards based Encryption of the video call and Content.	

10.3		Call should be encrypted end- to-end on IP	
10.4		Should have support for H.235.1 to authenticate central gatekeeper for trusted Endpoints.	
10.5		Should have support to secure SIP call using TLS protocol.	
10.6		Any up-to-date video conferencing related security protocols should be supported on immersive video conferencing solution	
10.7		Should support Standards- based: H.235 v2 & v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video and presentation (dual video).	
10.8		Any up-to-date video conferencing related security protocols should be supported on telepresence video conferencing solution	
11	Other Required Features		
11.1	Any-to-any interoperability support.	System should be interoperable with standards-based H.323 and SIP video conferencing systems and other high-definition endpoints.	
11.2	Tele Presence Auto Collaborate/ Interoperability	It should allow people in all rooms to instantly see and share information or objects with others by simply plugging in a device such as a laptop/computer.	
11.3	Directories	Provision to allow for convenient manual or address-book dialing.	
11.4	Multipoint Support	System shall allow multipoint meetings by using the central infrastructure MCU. Multipoint call, at any given instance, should be feasible between Telepresence locations with full transcoding of all video streams.	
11.5	System Management	Total management via embedded Telnet, SSH. Remote software upload: via web server, HTTP, HTTPS.	
11.6	Walls	Wall for installing the devices with all fixtures and brackets, and a back wall with Bank's logo imposed, etc. are the part of the product.	
11.7	Mounting	The entire Telepresence unit must be mounted on the floor and attached to the wall. The weight of the unit must rest on the floor. The entire assembly along with Mounting kit for the Telepresence must be designed and supplied by the OEM of the unit. The	

		screens must be removable for maintenance.	
11.8	Lighting	Required nos. of lights should be installed at the ceiling height of the room at such a way that it should render proper lighting at table height and covering the facial of the audience.	
12	Compatibility with existing Infrastructure		
12.1		The Bank has deployed a Management & Scheduling and Gatekeeper solution at the central location. The proposed Immersive video conferencing solution make/models should be fully compatible and interoperable with the existing as well as to be procured, central infrastructure with or without any additional device, in case, so that the following features can be achieved:	
		a) The systems/Solution should compatible and interoperable with other OEM VC equipment (MCU / endpoints	
		b) All the equipment should support IPv4 and IPv6 and related security protocols	
		c) The system should be able to conduct any software based VC using its own display, camera & inbuilt mic by connecting PC/Laptop through USB.	

We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree to terms and conditions of this tender.

For

Office Seal

(Authorized Signatory)

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:

SECTION V

PART-II - COMMERCIAL BID

(To be submitted after online reverse auction)

Date:

To,

Indian Bank
Corporate Office
Information Technology Department
254-260, Avvai Shanmugam Salai
Chennai 600 014

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

Further to online reverse auction conducted on _____, we give below the breakup details.

Hardware, Software & Services with Three Years warranty and Two Year AMC:

Sr. No.	Item Description	Qty.	Unit Price with 3 years warranty (Rs.)	Total Cost (Rs.)	4 th Year AMC Price (Rs.)	5 th Year AMC Price (Rs.)	Total AMC Price (Rs.)#	Total Price with 3 year warranty & 2 year AMC (Rs.)#
		(A)	(B)	C=A*B	(D)	(E)	F=D+E	G=C+F
1.								
TOTAL								

Total Rupees in words: _____

Price is inclusive of all duties, levies, freight, insurance, Warranty, AMC etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

We submit that we shall abide by the details given above and the conditions given in your above letter.

Signature of the Vendor

(Authorized Signatory)

Company Seal

Date:

Name:

Designation:

Mobile No:

E-mail id:

CompanyName:

Business Address:

Telephone No:

Annexure I

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

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

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

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

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

Dated thisday of 2021

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email

Annexure II

Self Declaration – Blacklisting

Date: _____

The 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 (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: Your RFP no. CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

We hereby certify that, we have not been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions and not have been insolvent / bankrupt on the date.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

Annexure III

Bid Security Declaration

Date: _____

The 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 (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: Your RFP no. CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

Annexure IV

Contract Form

THIS AGREEMENT made theday of.....2021 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 Ref: CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021 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.:

- the Bid Form and the Price Schedule submitted by the Bidder;
- the Schedule of Requirements;
- the Technical Specifications;
- the Conditions of Contract;
- 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:

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

TOTAL VALUE:

DELIVERY SCHEDULE: The Software licenses are to be delivered within two (2) weeks from the date of Purchase Order.

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:.....

Annexure V

Performance Security Form

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 supply and maintain
.....(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 theday of.....2021

Signature of Authorised Official with Seal

.....

Date.....2021

Address:.....

.....

NOTE:

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 63 months with further One year claim period
month as per Clause 18 (Performance Security) of condition of contract

.

Annexure VI

Performa of Installation Certificate for Issue by The Bank after completion of Implementation of each phase of the Project

Date:

Sub: Certificate of Completion of Milestone for Delivery and Installation of Hardware and Software Licenses Supplied.

Ref: Purchase Order No.

1. This is to certify that the milestone _____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the phase _____
- (c) Deliverables in the phase _____
- (d) Date of Initiation of Phase _____
- (e) Date of commissioning and proving test _____

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

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ____ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a)
- (b)

Signature _____

Name _____

Designation with date and stamp _____

***Explanatory notes for filling up the certificates:**

(a) The Supplier has adhered to the time schedule specified for the phase in the contract in dispatching the documents pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

Annexure VII

Service Level Agreement (SLA)

THIS AGREEMENT made theday of.....,2021 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s, ("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS the Bank invited bids vide RFP.No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

1.	Scope of Work
	<p>A. Implementation of the project should be done on turnkey basis.</p> <p>B. The Bidder should provide an end-to-end Telepresence Video Conferencing Solution with VC endpoints, main displays, content display, cameras, microphones, speakers with amplifiers, table with cable cubby, along with lightings, ceiling, floor carpeting and touch controller. All the equipment should run in their respective Operating Systems of the latest version.</p> <p>C. Room acoustics to be properly designed and implemented to achieve crystal clear audio.</p> <p>D. Design and implementation diagram to be submitted before starting the installation. The same will be confirmed by Bank representative.</p> <p>E. The Bidder should develop a project implementation plan indicating milestones and deliverables to Bank. The project implementation plan will be monitored regularly and delay in achieving milestones and deliverables will be analysed and corrective action may be taken. Bidder should immediately inform Bank for any delay in installation from Bank side to arrive at corrective action.</p> <p>F. Bidder has to provide adequate training and operational guidelines to designated Bank personnel to handle the infrastructure.</p> <p>G. Accessories required if any during installation, operationalization, testing, commissioning of the supplied equipment will be arranged by the Bidder without any additional cost to the Bank.</p> <p>H. The proposed Telepresence Video Conferencing Solution should be maintained by the successful bidder under Warranty for a period of 3 years and AMC of 2 Years after completion of warranty period. The AMC for existing hardware may be renewed with vendor at mutually agreed rates after completion of AMC of 2 years.</p>

	<p>I. Provision of recording and viewing recorded videos as and when required by Bank.</p> <p>J. As per business needs, Bank may require changes during the contract period regarding functionalities of the Telepresence Video Conferencing Solution. The Bidder shall be responsible for reinstalling / Commissioning of the equipment at no extra cost.</p> <p>K. The Design, Implementation and Maintenance of the Telepresence Video Conferencing Solution may require timely changes and the bidder shall ensure that the changes/solution/upgrades are provided as and when required without any additional cost to the Bank.</p> <p>L. The bidder will provide the complete documentation of the project both in hard copy and soft copy.</p> <p>M. Cabling should be done without damaging the interior and existing equipment.</p> <p>N. Power cable to suit Indian environment.</p> <p>O. All necessary connectors, converters and cables to be provided and installed and during the warranty/AMC period, replacement of these to be provided, if required at no cost to bank</p> <p>P. Security of the System/Solution: Being a financial institution, Bank expects that the solutions proposed facilitate necessary security checks and validation processes for ensuring fool proof access to the systems. These security measures should be an integral part of the product.</p> <p>Q. Bidder should do preventive maintenance and testing of Telepresence Video Conferencing Solution periodically.</p> <p>R. It is bidder responsibility to remove the existing Display Units at no extra cost to Bank.</p> <p>S. All cameras and all microphones will be utilized for any VC through codecs and for any soft VCs (cloud based virtual meetings such as Microsoft Teams, Google Meet, by enabling the setup with USB pass-through feature).</p> <p>T. Professional training to the top management of the Bank for attending local/VC meetings in the Board room to be given as and when Bank requires.</p> <p>U. Proposed system should take care of seamless camera switching (no blacking out, no blue screen appearance and no flickering should be there), when pre-sets of different cameras are called for. If any additional hardware is required, bidder has to supply, integrate and maintain the same without any additional cost to the Bank.</p> <p>V. Bidder has to provide onsite support for hardware/ software/ third party tools at no additional cost to the bank during the warranty/ AMC/ ATS period. Bidder has to ensure that services under warranty, AMC, ATS should be provided on comprehensive onsite basis only.</p> <p>W. The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.</p>
2.	Delivery Schedule
	All goods should be delivered within Six Weeks from the date of Purchase order and installation to be completed within Two Weeks from the date of delivery or delivery and installation both should be completed within Eight Weeks from purchase order date.
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.	Payment Terms
	1. On Delivery: Eighty (80) % of the price of the goods delivered will be paid within 30 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

	<p>Storage cum erection policy. In case of comprehensive transit insurance policy, the vendor shall submit the proof from insurer against the goods supplied under the contract.</p> <p>2. On Installation/Commissioning and Acceptance: Fifteen (15) % of the invoice price will be paid within 30 days on submission of Installation/commissioning/acceptance Certificate by the supplier, duly counter-signed by the Bank's Representative.</p> <p>The remaining 5% of the invoice price will be kept as retention amount and the same will be released on submission of Bank Guarantee of the equal amount valid till the end of Warranty Period + AMC period + 90 Days.</p> <p>3. AMC payments: Payable yearly in advance on submission of claim/invoice by the vendor.</p> <p>4. Note: TDS will be deducted for the payment, if applicable. Bank reserves the right to renew the AMC for the supplied goods from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.</p>
5.	Warranty/Annual Maintenance Contract (AMC)
	<p>A. 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.</p> <p>B. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser'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.</p> <p>C. This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment, whichever periods concludes later, at promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>D. 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 Purchaser.</p> <p>E. If the Supplier, having been notified, fails to remedy the defect(s) within 15 working days' period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>F. All the parts of items should be covered under comprehensive warranty & AMC without any exception.</p> <p>G. If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank.</p>
6.	SLA for Maintenance and Support
	<p>1. Breakdown maintenance of equipment: Whenever the fault in the systems is reported, the successful bidder will arrange to rectify within 04 hours of receipt of complaint and if replacement is required, it should be made operational within 08 hours of inspection of fault by replacing/providing standby unit. If the equipment is not made operational within 08 hours, 1% of the cost of the faulty equipment will be</p>

	<p>treated as the penalty amount for every 8 hours. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Office hours for attending to the issues is 9AM to 9PM.</p> <p>2. If the uptime of any or all equipment goes below 95% on a quarterly basis, Bank shall have right to cancel the contract and forfeit the Performance Guarantee. Maximum Penalty amount for the equipment will be up-to the cost of the equipment.</p> <p>3. Penalty Amount would be deducted from the AMC/ATS charges payable during the contract period or any subsequent payment due.</p>
7.	Insurance
	<p>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.</p> <p>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.</p> <p>In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.</p> <p>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.</p>
8.	Place of Delivery
	Delivery Location is in Chennai. Complete address will be provided in the Purchase Order.
9.	Delays in The Supplier's Performance
	<p>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.</p> <p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods 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.</p>
10.	Jurisdiction
	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.
11.	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% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract
12.	Bank's right to accept/reject quote(s)

	<p>3. Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.</p> <p>4. Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.</p>
13.	Performance Security
	<p>4. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for 63 months with further One Year claim period.</p> <p>5. The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.</p> <p>6. The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.</p>
14.	Negotiation
	The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.
15.	Limitation of Liability
	<p>Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>D. IP Infringement indemnity.</p> <p>E. Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.</p> <p>F. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>
16.	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.
17.	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.
18.	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.
19.	It Act 2000

	The equipment 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.
20. 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.
21. Acceptance of Purchase Order	
	Acceptance within 07 days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order.
22. Signing of Contract Form and NDA and Submission of Performance Security	
	Within fifteen (15) days of Purchase Order, the successful bidder shall submit the Performance Security, sign the Contract Form & Non-Disclosure Agreement and return it to the Bank.
23. Settlement of Disputes	
	<p>E.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.</p> <p>F.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.</p> <p>G. 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.</p> <p>H. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>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.</p> <p>(d) 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.</p>

	<p>(e) 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.</p> <p>(f) 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.</p> <p>(g) 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.</p> <p>(h) Notwithstanding any reference to arbitration herein,</p> <p>c. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</p> <p>d. the Bank shall pay the supplier any monies due to the supplier.</p> <p>Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal /other legal recourse.</p>
24.	Right to Alter Quantities
	<p>The Bank may at its discretion,</p> <p>C. Increase the requirement up to 10% at the time of placing order with vendor and,</p> <p>Or</p> <p>D. Decrease the requirement up to 10% at the time of placing order with vendor.</p> <p>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.</p>
25.	Authorization Letter from OEM
	The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure IX. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.
26.	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 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.
27.	Applicable Law
	Laws of India and any other guidelines having the force of law in India will be applicable.
28.	Termination for Convenience
	The Purchaser, by 30 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 Purchaser's convenience, the extent to which

	<p>performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> to have any portion completed and delivered at the Contract terms and prices; and / or 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.
29.	Termination for Default
	<p>The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> d. 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; e. if the Supplier fails to perform any other obligation(s) under the Contract. f. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause:</p> <p>"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</p> <p>"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p>
30.	Force Majeure
	<p>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.</p> <p>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.</p> <p>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.</p>

31. Confidentiality	
	<p>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.</p> <p>The supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.</p>
32. General Terms	
	<p>A. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.</p> <p>B. All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid</p> <p>C. 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.</p> <p>D. The bid should be valid for 90 days from the date of submission of bid.</p> <p>E. Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications for meeting the scope of the project.</p> <p>F. 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.</p> <p>G. Call logging facility to be made available on 24*7 basis</p> <p>H. Make and Model of the quoted products should be furnished.</p> <p>I. Part numbers for Hardware should be furnished.</p> <p>J. Supplier has to provide onsite Annual Maintenance in total for two years after the completion of three years warranty for proposed hardware procured against this tender.</p> <p>K. Supplier has to install and reinstall (if needed) all the hardware during the contract period without additional cost to the bank.</p> <p>L. Supplier has to provide technical documents, brochure etc. for all the items quoted.</p> <p>M. 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.</p> <p>N. The laying of cables, dressing and labelling should be done neatly without any financial implications.</p> <p>O. Detailed documentation of installation and solution has to be provided after successful installation.</p> <p>P. Performance issues to be solved by the supplier without any additional cost to the bank.</p> <p>Q. End of Supports to be informed at least 6 months in advance.</p> <p>R. All the proposed systems will be available for upgrade for 3 years and support for 4 years from date of installation.</p> <p>S. End of sale should not be declared for the equipments quoted in the bid at the time of submission.</p>
33. Other Terms and Conditions	
	<p>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,</p>

	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 supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- RFP No.....dated.....for.....
- The Bid Form and the price schedule submitted by the Bidder
- The Purchaser's notification of award
- Contract form dated

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

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:.....

Annexure VIII

Non-Disclosure Agreement (NDA)

THIS AGREEMENT made and entered into aton this the.....day of.....2021 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the "**BIDDER**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches

M/s..... Limited has been engaged in the business of data migration

The parties have entered into agreement dated _____ for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party

shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

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

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated

herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

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

8. Entire agreement

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

9. Severability

10. If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

12. Jurisdiction

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

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK

.....

M/s

Annexure X

Undertaking for MSME Benefits

(To be submitted on the letter head of the bidder)

TO,

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 (RFP) for Supply, Installation and Maintenance of Telepresence Video Conferencing Solution for Mini Board Room.

Ref: Your RFP no. CO/ITD/PROC/2247/R1/2020-21 Dated 22/02/2021.

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Issue of Tender Documents to MSEs free of Cost

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

Annexure XI

Checklist For Documents To Be Submitted By The Bidder

Sr. No.	Criteria	Documents are to be submitted along with bid
1.	Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2020. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC
2.	Bidder should have been in the concerned line of business at least for the last 3 years as on 31.03.2020.	Relevant proofs
3.	Bidder & OEM should have full-fledged service set up in Chennai.	Declaration by Bidder and OEM along with supported address proof like Copy of latest telephone bill / electricity bill / rental agreement etc.
4.	Bidder should be authorized partner of OEM for supply and support of the Telepresence Audio & Video Conferencing Solution in India.	Copy of Certificate issued by the OEM in favour of bidder
5.	Bidder should be having net profit/ positive net worth in each of the three financial years (2017-18, 2018-19, 2019-20).	Copy of Audited Balance Sheet and Profit / Loss statement or Certificate issued by the Chartered Accountant
6.	Annual turnover of the bidder should be more than Rs. 10 crores during each of last three financial years. (2017-18, 2018-19, 2019-20)	Copy of Audited Balance Sheet and Profit / Loss statement Certificate issued by the Chartered Accountant
7.	Bidder shall have carried out installation of similar nature in Board Rooms of Banks / Financial Institutions / Government Organizations/ Leading Corporates in India	Copy of Purchase Orders and satisfactory credential letters issued by the organizations.
8.	Bidder should have successfully executed, during last 5 years as on 31.03.2020, at least One similar projects costing more than Rs.100.00 Lakh OR Two similar projects costing more than Rs.60.00 Lakh.	Copy of Purchase Orders and satisfactory credential letters issued by the organizations.
9.	The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission.	Self-Declaration as per the format given in Annexure II should be attached.
10.	The solution quoted by the bidder should be as per Technical Compliance mentioned in RFP.	Compliance to be given as per Part I and brochure to be attached.
11.	The solution quoted by the bidder should be with 3 Year warranty from OEM.	Letter issued by the OEMs confirming 3 years Warranty should be submitted.
12.	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
13.	Bid Security Declaration	To be submitted on Letter Head.

14.	Cost of RFP	Submitted/Not Submitted
15.	All pages of the Bid document, Clarifications/Amendments , sealed and signed by the Authorized Signatory	Submitted/Not Submitted
16.	Power of Attorney (POA) or certified copy of Board Resolution of authorised signatory in favour of the person authorised for bid submission.	Submitted/Not Submitted

Abbreviations

Following terms are used in the document interchangeably to mean:

"RFP" - Request for Proposal
 "ATS" - Annual Technical Support
 "AMC" - Annual Maintenance Contract
 "SLD" - Service Level Descriptions
 "DSP" - Digital Signal Processing
 "AV" - Audio Video
 "OEM" - Original Equipment Manufacturer
 "LED" - Light-Emitting Diode
 "POA" - Power of Attorney
 "OS" - Operating System
 "PTZ" - Pan Tilt Zoom
 "HD" - High Definition
 "HDMI" - High Definition Multimedia Interface
 "USB" - Universal Serial Bus
 "I/O" - Input/ Output
 "IR" - Infra Red
 "POE" - Power on Ethernet
 "AVB" - Audio Video Bridge
 "API" - Application Programming Interface
 "HDCP" - High-bandwidth Digital Content Protection
 "EDID" - Extended Display Identification Data
 "GUI" - Graphical User Interface
 "SIP" - Session Initiation Protocol
 "BFCP" - Binary Floor Control Protocol
 "PLC" - Packet Loss Concealment
 "MPEG" - Moving Picture Experts Group
 "AES" - Advanced Encryption Standard
 "WXGA" - Wide eXtended Graphics Array
 "LAN" - Local Area Network
 "CRI" - Color Rendering Index