

Ref : CO/ITD/13/R1/2021-22

Date :16.04.2021



**LIMITED RFQ**

**REQUEST FOR QUOTATION (RFQ)**

**FOR**

**PROCUREMENT OF 150 USER BASED DUO LICENSE FOR CONFIGURING TWO  
FACTOR AUTHENTICATION TO USE REMOTE ACCESS VPN.**

Last Date for receipt of bids	<b>22/04/2021 at 03:00 PM</b>
Date and time of opening of Commercial bids	<b>22/04/2021 at 03:30 PM</b>

**NOTE: THIS IS LIMITED RFQ AND INFORMATION REGARDING THE SAME WILL  
BE SHARED WITH THE BIDDERS FINALIZED BY THE BANK.**



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**SCHEDULE**

1)	Tender Reference Number and Date	RFQ No. CO/ITD/13/R1/2021-22 dated 16.04.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email <a href="mailto:uthayakumar.palaniyappan@indianbank.co.in">uthayakumar.palaniyappan@indianbank.co.in</a> <a href="mailto:arvind.kumar@indianbank.co.in">arvind.kumar@indianbank.co.in</a> <a href="mailto:ashish.godbole@indianbank.co.in">ashish.godbole@indianbank.co.in</a> <a href="mailto:arun.ganesh@indianbank.co.in">arun.ganesh@indianbank.co.in</a> <a href="mailto:sasikumar.j@indianbank.co.in">sasikumar.j@indianbank.co.in</a>	19/04/2021 by 4:00 PM
3)	Last Date & Time for submission of Bids in Online Mode	22/04/2021 at 03:00 PM
4)	Documents to be submitted Online	All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.  Any other information sought by the Bank with relevant to this tender
5)	Date of opening of (Part I) Commercial Bids (Online)	22/04/2021 at 03:30 PM
6)	Online Bid Submission Details	This RFQ 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: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a>

This RFQ document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done for the same. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e- procurement portal only.

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

This tender document is the property of Indian Bank & is not transferable.



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**SECTION – I**

**REQUEST FOR QUOTATION (RFQ)**

1. The Bank is proposing to procure of 150 user based DUO License for configuring Two Factor Authentication to use Remote Access VPN.
2. Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, delivery, warranty, taxes etc. and conditions and maintenance during the warranty period, mentioned in this RFQ".
3. Bidders should enroll/register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website.
4. The bidders should also submit their final commercial bids as sought in the e-tendering system.
5. Please note that
  - (i) 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 at any stage without assigning any reason thereof.
  - (ii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
  - (iii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.



## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 1. INTRODUCTION

The Bidder is expected to examine all instructions, forms and terms given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

#### 2. PRE-BID QUERIES/CLARIFICATIONS

a. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided to the following email ids on or before 19/04/2021, 4.00 PM:

[uthayakumar.palaniyappan@indianbank.co.in](mailto:uthayakumar.palaniyappan@indianbank.co.in)  
[arvind.kumar@indianbank.co.in](mailto:arvind.kumar@indianbank.co.in)  
[ashish.godbole@indianbank.co.in](mailto:ashish.godbole@indianbank.co.in)  
[arun.ganesh@indianbank.co.in](mailto:arun.ganesh@indianbank.co.in)  
[sasikumar.j@indianbank.co.in](mailto:sasikumar.j@indianbank.co.in)

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 e-procurement portal:<https://www.tenderwizard.com/indianbank> and Website: <https://indianbank.in/tenders> and informed vide mail to the bidders who have raised queries.

#### 3. AMENDMENT OF BIDDING DOCUMENTS

3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

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

#### 4. COMMERCIAL BID

1. The Bank will finalize commercials through Part I.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.



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### **SECTION III**

#### **CONDITIONS OF CONTRACT**

##### **1) PROCUREMENT**

The quote should be submitted in original, duly signed by the Authorized Signatory under the seal of the company in every page. No column shall be left blank. Any correction should be authenticated by the same signatory under his/her full signature. If false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quote will be liable for rejection.

Purchase order will be issued to Lowest Quoted (L1) Vendor. The acceptance of quotations will rest with Indian Bank which does not bind itself to accept the lowest quotation and reserves to itself the authority to reject any/all the quotations or cancel the tender received without assigning any reason whatsoever. The incomplete quotations are liable for rejection.

##### **2) SCOPE OF WORK**

The supplier has to deliver the CISCO DUO license to Indian Bank CISCO Identity account and provide collaborate support for 3 years.

##### **3) WARRANTY**

Warranty support for 3 years shall start after the Solutions with software License have been installed at the final destinations indicated in the contract and from the date of sign off of the respective solution or six months from the date of delivery whichever is earlier.

##### **4) DELIVERY LOCATION AND DELIVERY SCHEDULE**

The software Licenses should be delivered/installed within 2 weeks of issue of purchase order. The Deliverable should be delivered at Indian Bank, Chennai. Complete address will be provided in the Purchase Order.

##### **5) LIQUIDATED DAMAGES**

If the Supplier fails to deliver 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 0.5% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the Licenses are not delivered in time, the Bank may consider termination of the contract.



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## **6) DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods 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.

## **7) TERMS OF PAYMENT**

The Supplier will have to submit the documents at our office along with request letter for payment. Following Documents should be submitted for payment in single lot:

- i) Invoice
- ii) Proof of delivery
- iii) Installation certificate signed by Bank officials (As per Annexure-II)
- iv) Executed Contract Form and Non-Disclosure Agreement
- v) Accepted Purchase Order

100% Payment for the systems with one year warranty will be made within 15 days from delivery of license upon submission of invoices and installation certificate.

The AMC for subsequent years will be paid as arrear on submission of Invoice.

## **8) NEGOTIATION**

Bank reserves the right to negotiate on the price offered with the L1 bidder under exceptional circumstances.

## **9) INDEMNITY CLAUSE**

If at the time of your 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 in that behalf.



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### 10) PERIOD OF VALIDITY OF BIDS

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

### 11) BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank may at its discretion:

- a. Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b. Decrease the requirement up to 10% at the time of placing order with vendor.

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.

### 12) IT ACT 2000

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

### 13) LIMITATION OF LIABILITY

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

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- c. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.



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

#### 14) AUTHORIZATION LETTER

The bidder should be an Authorized partner of M/s Cisco Systems for Cisco DUO solution (Proof to be submitted along with Part-I).

#### 15) SETTLEMENT OF DISPUTES

a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

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

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.





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(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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

(f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the supplier any monies due to the supplier.

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

## **16) JURISDICTION**

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

## **17) 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 performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

## **18) TERMINATION FOR DEFAULT**

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 :



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- 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.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

#### **19) ACCEPTANCE OF PURCHASE ORDER, CONTRACT FORM & NON-DISCLOSURE AGREEMENT.**

Purchase order will be issued to Lowest Quoted (L1) Vendor. Duplicate of the purchase order shall be returned within seven days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Within fifteen (15) days of issue of Purchase order, the successful bidder shall sign the Contract form (as per format in Annexure-I) & Non-Disclosure Agreement (as per format in Annexure-III) and return it to the Bank.

#### **20) GENERAL TERMS**

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.



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- The bid should be valid for 90 days from the date of submission of bid.
- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.



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## **SECTION IV**

### **INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

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

#### **1. INSTRUCTIONS**

##### **1.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://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.



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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. 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.

## 1.2. REGISTRATION

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

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.
- Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

### **Support Desk Contact Details**

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)



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### 1.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

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

### 1.4. BID RELATED INFORMATION

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

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

### 1.5. OTHER INSTRUCTIONS

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.

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

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.



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- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- 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).

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



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**SECTION V**

**PART – I**

**FINAL COMMERCIAL BID**

Assistant General Manager,  
Indian Bank,  
Information Technology Department,  
66, Rajaji Salai,  
Chennai 600 001.

Date:

**Dear Sir,**

**Sub: RFQ for Procurement of 150 user based DUO License for configuring Two Factor Authentication to use Remote Access VPN.**

Ref: Indian Bank RFQ No. CO/ITD/13/R1/2021-22 dated 16.04.2021.

With reference to the above, we give below the quote for CISCO DUO license to Indian Bank CISCO Identity account:

(\* Exclusive of Taxes)

S.No.	Description (a)	License Quantity (b)	Unit Rate per year in INR* (c)	Total Amount for three years in INR* (b*c)*3
1	Standard Cisco DUO access edition	150		

Total Amount in words: Rs.

- 1) We agree for the delivery period of supply as per your above RFQ.
- 2) We agree to the terms of payment mentioned in your RFQ.
- 3) We submit that the above details are true to the best of our knowledge.





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For

Office Seal

(Signature of Authorised Signatory)

Place:

Date:

Name:

Designation:

Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone No:



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**Annexure -I**

**CONTRACT FORM**

THIS AGREEMENT made on the .....day of....., ... Between Indian Bank (hereinafter "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Price Schedule submitted by the Bidder;
  - (b) the Conditions of RFQ;
  - (c) 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:

(\* Exclusive of Taxes)

S.No.	Description (a)	License Quantity (b)	Unit Rate per year in INR* (c)	Total Amount for Three Years in INR* (b*c)*3
1	Standard Cisco DUO access edition	150		



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**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the  
said .....(For Indian Bank)

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)

in the presence of:.....

in the presence of:.....



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**Annexure-II**

**PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE OFFICES AFTER  
SUCCESSFUL DELIVERY AND INSTALLATION OF LICENSES**

Date:

Sub: Certificate of successful delivery and installation of licenses

1.This is to certify that the licenses as detailed below has/have been delivered and installed (subject to remarks in Para No. 2).

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the Licesnes \_\_\_\_\_  
(c) Quantity \_\_\_\_\_  
(d) Date of Delivery \_\_\_\_\_  
(e) Date of Sign Off \_\_\_\_\_

2. Details of license feature not yet implemented 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\* or

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

- (a)  
(b)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation with stamp \_\_\_\_\_



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**Annexure-III**

**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on this the....day of.....202.. 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 " " 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 has placed order for procurement of 150 user based DUO License for configuring Two Factor Authentication to use Remote Access VPN vide purchase order No.\_\_\_\_\_ dated \_\_\_\_\_.

M/s. \_\_\_\_\_ Limited has been engaged in the business of \_\_\_\_\_

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, 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



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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 a 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.



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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**

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.

### **10. 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.



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### 11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts of law in Chennai.

### 12. 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 Authorized signatory

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For Indian Bank)

in the presence of:

1. \_\_\_\_\_

Signed, Sealed and Delivered by the  
said \_\_\_\_\_ (For the Supplier)

in the presence of:

1. \_\_\_\_\_  
\_\_\_\_\_







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**ANNEXURE-V**

**SELF DECLARATION – BLACKLISTING**

Assistant General Manager,  
Indian Bank,  
Information Technology Department,  
66, Rajaji Salai,  
Chennai 600 001.

Date:

Dear Sir,

**Sub: RFQ for Procurement of 150 user based DUO License for configuring Two Factor Authentication to use Remote Access VPN.**

Ref: Indian Bank RFQ No. CO/ITD/13/R1/2021-22 dated 16.04.2021.

We hereby certify that, we have not been blacklisted currently by any Government Dept / Agency, PSU / PSB / Financial Institution.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



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**CHECKLIST**

S.No.	Criteria	Documents to be submitted as proof
1	The bidder should be an Authorized partner of M/s Cisco Systems for Cisco DUO solution.	Authorization Letter from M/s Cisco Systems.
2	Final Commercial Bid	To be submitted as per Part-I
3	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self Declaration as per the format given in Annexure-V should be attached.
4	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
5	Copy of RFQ & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder