



**REQUEST FOR PROPOSAL (RFP)**

for

**SUPPLY, INSTALLATION, CONFIGURATION, TESTING, COMMISSIONING,  
WARRANTY AND MAINTENANCE OF 900 NUMBERS of MANAGED NETWORK  
SWITCHES**

Date and time of Pre Bid Meeting	<b>24.09.2021 at 03:00 PM</b>
Last Date for receipt of bids	<b>18.10.2021 at 03:00 PM</b>
Date and time of opening Technical bids	<b>18.10.2021 at 03:30 PM</b>



**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021
2)	Last date for seeking Pre-bid clarifications/ queries through email <b><u>NAVEEN.NIGAM@indianbank.co.in</u></b> <b><u>RAJIVE.RASTOGI@indianbank.co.in</u></b> <b><u>VISHAL.VERMA@indianbank.co.in</u></b> <b><u>PRIYANKA.SONI@indianbank.co.in</u></b>	<b>22.09.2021 by 05:00 PM</b>
3)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>18.10.2021 at 03:00 PM</b>  Address for physical submission  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required.  b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.  c. All supporting documents and product literature in support of Technical specifications.  d. Relevant brochures  f. Compliance to Technical Specifications.  g. Any other information sought by the Bank with relevant to this tender



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. 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.:</p> <p><b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p> <p>2. Integrity Pact</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1.</p>
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	<p><b>18.10.2021 at 03:30 PM</b></p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
8)	RFP Cost	<p>Non-refundable <b>Rs.10,000/-</b> in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p><b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

9)	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 <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
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This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website and e-procurement portal only.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.



**SECTION – I**

**REQUEST FOR PROPOSAL (RFP)**

The Bank is interested in identifying the companies providing the services for Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches.

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

Interested eligible bidders may submit their quotation for Supply, installation, configuration, testing, commissioning, warranty and maintenance of Managed Network Switches, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/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 its



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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).

## 7. 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 & its amendments (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) & as per Bank Policy and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this tender
- 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
  - Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%. , as defined under this Order.
  - 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
  - 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
  - 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
  - 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
  - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
  - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
- a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
  - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
    1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
    2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
  - c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier subject to matching the L1 price.
  3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
  - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.





**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

**8. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA and Bank’s Policy:**

- 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).



Ref: **CO/ITD/CNW/1114/R1/2021-22**

Date: **17.09.2021**

**9. 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 and Bank's Policy, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

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

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

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

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

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

"Beneficial owner" will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

**10.** Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

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

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**SECTION-II**

**INSTRUCTIONS TO BIDDERS**

**1. Introduction**

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

**2. Pre Bid Meeting**

- a. A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **24.09.2021 at 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **22.09.2021 by 05:00 PM**:

**NAVEEN.NIGAM@indianbank.co.in**  
**RAJIVE.RASTOGI@indianbank.co.in**  
**VISHAL.VERMA@indianbank.co.in**  
**PRIYANKA.SONI@indianbank.co.in**

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs.10,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 8 . Bidders have to ensure that cost of bid document i.e. Rs.10,000/- has already been remitted to the account as mentioned in Schedule 8, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

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

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 8) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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.in/indianbank> and informed vide mail to the bidders who have raised queries.

### **3. Amendment of bidding documents**

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

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

### **4. Technical Bid**

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

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

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

### **5. Financial Bid**

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

### **6. Clarification of Bids**

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

## **7. Bid Security Declaration & Cost of Bid Document**

The Bidder shall furnish, bid security declaration as per Annexure-V, certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs.10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 8.

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure -X duly signed by company secretary/Director of the concerned enterprise.

## **8. Evaluation Criteria**

### **➤ General/Technical Evaluation**

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in Section III of this RFP.

The hardware offered should meet all the Functional & Technical Specifications as stipulated in the bid.

The bidder should extend support for the quoted product for minimum of Six years.

Bank reserves the right to visit bidder's premises for evaluation of the product to be provided.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

• **Commercial evaluation**

Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

## **9. Proposal Process Management**

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

## **10. Liabilities of Bank**

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

## **11. Bid and Proposal Ownership**

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

## **12. Bid Pricing Information**

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





**SECTION-III**  
**CONDITIONS OF CONTRACT**

**1) Scope of the Project**

- The Bidder has to supply and install the 900 numbers of Managed Network Switches.
- The Bidder has to provide manpower support for a minimum period of three years.
- Configure the switches as per the Bank's requirement during the installation and replacement/repair.
- The switches and NCCM solution to be covered under warranty for one year and AMC for 5 years.

**2) Delivery Schedule and Deliverables from the Bidders**

- a) As the switches are required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category and that supports implementation of NAC in future without having any hassles.
- b) The switches are to be supplied at locations indicated in the supply list (list comprising Head Offices, various Zonal Offices and Branches).
- c) Should provide warranty for one year and AMC for Five years whose date will commence either from the date of installation or on completion of 90 days from date of delivery, whichever is earlier.
- d) The device if reported faulty / mal-functioning should be rectified either through configuration changes or through replacement. During such events, standby device of equivalent configuration or higher should be placed for restoring the connectivity at the site till the supplied device is made functional or a replacement device is arranged.
- e) After the expiry of warranty/ AMC period, AMC for further period for the equipments will be payable at mutually agreed rates.
- f) Delay in supply of switches, delay in installation and delay in rectifying issues with Managed Switches sought by the Bank will attract liquidated damages.
- g) Supply, install, co-ordinate for integration of switches with the Management software for Centralized configuration of switches supplied.
- h) Providing onsite engineer support during banking hours to complete the installation of switches in all branches and configuring the switches for NAC.
- i) The switches shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- j) All necessary entitlement papers of license for both hardware and software should be provided to the Bank.
- k) The onsite support person should be from OEM for the duration of three years.
- l) The onsite support person should be a graduate and OEM certified engineer.
- m) The engineer visiting the branches / Administrative offices for replacement / installation of switches shall carry out
- i. Mark the existing LAN cables with the details of the devices connected with a tag.
  - ii. Collect the MAC address of all devices.
  - iii. Configure the new switch with the help of engineers at HO.
  - iv. Configure MAC address list and access restrictions.
  - v. Remove the existing switch and install the new switch supplied.
  - vi. Connect the devices and ensure that all devices are reachable from HO.
  - vii. Label the Switch and paste the sticker for Serial Number, and support contact details.
- n) Check with Branch Manager / ABM and obtain signature on installation certificate for having installed the switch.
- o) The Onsite engineer working at Head office shall carry out the following activities.
- (i) Maintain the inventory of Switches with serial number of the switch, location at which it is installed, the number of switches at the location, the port numbers used for connectivity, the devices connected to each port, its MAC address, the type of device.
  - (ii) Co-ordinate for Configuration of the Network Management software to identify the assets (Switches).
  - (iii) Configure users for the software and their access permissions
  - (iv) Configure the Switches at all locations individually and as a group of switches.
  - (v) Arrange for installation of switches as required by the bank including visit of engineer to branch.
  - (vi) Configuration of switches using the Network Management Software.
  - (vii) Configuration of Network Access Control policies as required by the bank in all switches.
    - (a) Ensure that only devices complying with bank policies are able to access the network.
    - (b) The devices not complying with the bank policies are quarantined and allowed to get the updates from the central servers located in DC/DR/HO.
  - (viii) Ensuring that, when the connectivity is available to router.
    - (a) The switch is reachable from the router.
    - (b) The devices connected to the router are reachable from the Switch.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- (c) The devices are able to reach the router which is the gateway for the devices.
- (d) Only bank authorized devices are able to communicate using the switches.
- (e) Unauthorized devices are disconnected.
- (ix) Provide reports to the bank officials on number of devices connected, inventory reports, Access violations noticed etc. on daily basis.
- (x) Any other switch maintenance/upkeep related activities

### 3) Period of Validity of Bids

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

### 4) Eligibility Criteria

- a) The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2021).
- b) The Bidder should be an OEM/Authorized Partner of the Original Equipment Manufacturer (OEM) of the switch quoted.
- c) The Bidder should be a profit making company and should have earned Net profit in at least two out of three preceding Financial Years (FY 2018-19, 2019-2020 & 2020-2021) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/chartered accountant certificate.
- d) The Bidder's yearly turnover should be more than Rs.10 crores during last three financial years (i.e. 2018-19, 2019-20 & 2020-21)
- e) The Bidder should have supplied and supporting minimum 1000 switches of make quoted in single order during last five years (ending 31.03.2021) to at least two Banks / Financial Institutions/ Government Organisations/ Public/Private Limited Company in India.
- f) The Bidder should not have been blacklisted by any Government Dept. / PSU / Banks currently.

### 5) Payment Terms

- 80% of cost of Managed Switches post delivery
- 20% of cost of Managed Switches post installation
- AMC charges - yearly in advance
- Onsite Engineer Support charges are included in the cost and not to be billed separately.

#### 5.1 Delivery payment

- The successful bidder's request(s) for payment shall be made to the Bank in writing, accompanied by an invoice describing the particulars as appropriate



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

to the Goods delivered. The invoice should not contain any conditions which are contrary to the terms of the contract.

- The payment will be released subject to deductions on account of liquidated damages, if any

### 5.2 Installation payment

- Installation payment (20%) can be claimed by the successful bidder for every lot of 300 Numbers on completion of installation of Managed switches at respective sites as informed by the bank and Management software at central location.
- The Bidder's request(s) for payment for installation shall be made to the Bank in writing, accompanied by an invoice with details of claim, copy of Bank's communication for installation and Installation certificate attested by authorized Bank official (format to be included in Bid Document)
- The payment will be released subject to deductions on account of liquidated damages, if any.
- If the site is not ready, installation payment of 20% will be released after 90 days of delivery. The successful bidder has to carry out Power On Self Test (POST) of the Managed Switches and submit the claim for payment with the undertaking that the Managed Switches will be installed / reinstalled as and when required by the bank without any cost.

### 5.3 Warranty /AMC Charges

- AMC charges can be claimed by the successful bidder annually in advance from 2<sup>nd</sup> year for the actual number of Managed Switches available with the Bank supplied by the successful bidder. First year warranty charges may be claimed on installation of equipment / 90 days from the date of delivery for all Managed Switches.
- The Bidder's request(s) for payment for warranty /AMC shall be made to the Bank in writing, accompanied by an invoice with details of claim and letter stating warranty /AMC coverage indicating the serial numbers.
- The payment will be released subject to deductions on account of liquidated damages/penalties, if any

TDS will be deducted for the payment, if applicable.

**6) Proof of Concept:** All the bidders, may require to conduct PoC as per discretion of the Bank for all the quoted products explaining the technical specification compliance as specified in the RFP. The Bank may also require the bidder to arrange for the demonstration of the features for the quoted models in OEM's lab/Bank's network/cloud setup. The technical bids submitted by the bidders will be evaluated for compliance to technical specifications of the RFP based on the outcome of the



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

PoC/demonstration. Technically qualified bidders will be eligible to participate in the online reverse auction process.

**Note:** - Quoted switch should be tightly integrated with bank's existing NAC solution and the same should be demonstrated to the bank using the hardware quoted in the bid.

## 7) Uptime/ Availability

### (a) For Switches

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

### (b) Availability of onsite engineers

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

## 8) SLA

- If the successful bidder fails to install the equipments within the period(s) specified, the Bank shall levy penalty at rate of Rs.100/- for each day after specified period. However, the total amount of penalty deducted will be pegged at total installation payment (20% of cost) for that particular switch.
- If the successful bidder fails to rectify the branch Managed Switches within 24 hours either by rectification of fault or replacement by a standby device, the Bank shall levy penalty at rate of Rs.500/- per day or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted will be pegged at total AMC charges payable for Five years for that particular switch.
- If engineers are absent for more than 12 working days in a year penalty will be charged at the rate of Rs. 3,000/- per day for the number of days of absence and will be deducted from subsequent AMC payments.

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

"The relationship between the Bank and the Supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Supplier hereto or any affiliates or subsidiaries thereof or



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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 shall be the principal employer of its employees, (if applicable agents, contractors, subcontractors etc.) engaged by the Supplier and shall be vicariously liable for all the acts, deeds, matters or things of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise by virtue of engagement of employees, (if applicable agents, contractors, sub-contractors etc.,) by the supplier for any assignment under the contract. All remuneration, claims, wages, dues etc. of such employees (if applicable agents, contractors, sub-contractors etc.) of the Supplier shall be paid by the Supplier alone and the Bank shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the Supplier's employees (if applicable agents, contractors, sub-contractors etc.). The Supplier shall hold the Banks its successors, assigns, administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any whatsoever nature that may arise or caused to the Bank through the action of supplier's employees (if applicable agents, contractors, sub-contractors etc.)."

#### **9) Timeframe for completion of activities**

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

#### **10) Insurance**

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

The 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 all equipments due to non-availability of storage cum erection policy, the supplier has to bear the losses.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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.

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.

**11) Place of Delivery**

Managed Network Switches, associated power cables are to be delivered to various branches/offices of the Bank. List of Branches will be provided along with Purchase Order.

**12) 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, its 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.

**13) Jurisdiction and Applicable Law**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc will be the responsibility of the service provider at their cost.

**14) Liquidated Damages**

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

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

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

**16) Performance Security**

- a. Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 80 months with further one month claim period, in the format enclosed (Annexure-IV).
- b. The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- c. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

**17) Negotiation**

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

**18) 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.

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

**19) 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





**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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.

## 20) 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.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

## 20) 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.



**21) 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.

**22) 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.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

**23) Acceptance of Purchase Order**

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

**24) Signing of Contract Form, NDA and SLA**

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-IX) and Service Level Agreement (Annexure-VIII) and return it to the Bank. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

**25) 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.
- d. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

(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,

- 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.

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

## **26) Right to Alter Quantities**

The Bank may at its discretion,

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

## **27) Applicable Law**

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

## **28) Authorization Letter from OEM**

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

## **29) Coverage of All Banks Under The EPF & MP Act 1952**

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

## **30) 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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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.

**31) Termination for Convenience**

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

The Equipments that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.

**32) Termination for Default**

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

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

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.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



**33) Force Majeure**

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

**34) Confidentiality**

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

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

The selected bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

The selected Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

**35) Negligence**

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

**36) Assignment**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

**37) Use of Contract Documents and Information**

The Selected bidder 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/authorized by the Selected bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Selected bidder 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.

**38) Integrity Pact**

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-VII of the RFP. Integrity Pact is an agreement between the prospective bidders and



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

### **39) Adoption of Integrity Pact**

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

Shri. Brahm Dutt, IAS (Retd)

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





**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

#### **40) 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.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- 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.
- The bid should be valid for 90 days from the date of submission of bid.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

- 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.
- Detailed documentation of installation and configuration has to be provided after successful installation.
- All cables and accessories to install Managed Switches to be provided.
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Call logging facility to be made available on 24\*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.



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

**1. GENERAL**

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

**2. INSTRUCTIONS**

**2.1. RULES FOR WEB PORTAL ACCESS**

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/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

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) 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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

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

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

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

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

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

### 2.4. BID RELATED INFORMATION

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

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

### 2.5. OFFLINE SUBMISSIONS

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.

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)
- Integrity Pact



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before **18.10.2021, 03.00 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance Of 900 Nos Managed Network Switches**" and the words 'DO NOT OPEN BEFORE (18.10.2021 at 03.30 PM)'.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/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.
- 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.



**SECTION-V**

**PART I - Functional and Technical Requirements**

Date:

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

Dear Sirs,

Sub: Request for Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

Ref: Your RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021

\*\*\*\*\*

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

**(a) Managed Switches: Equipment to be supplied**

S.No	Quantity	DRAM	Access Ports per switch		Uplink Ports per Switch	
			Minimum number	Speed	Minimum number	Speed
1	900	Minimum of 256 MB	24	1000 Mbps Base - Tx	2	1 Gbps Base-Tx

**Switches : Make: ..... Model:.....**

Feature	Description	
<b>A. General Requirements</b>		
<b>General Requirements</b>	The switch should be of 1 RU Form Factor	
	All switches proposed in the solution should be certified under the NDPP/IPv6 Logo Ready Program Approved.	
	Power cable to suit Indian standards	
	The Network Switch should have a Electric power on/off Switch.	
<b>Switch Details</b>	<b>Feature List</b>	<b>Details to be filled by bidder</b>



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

	Operating system family & latest stable/ released version details	
	End of Life of Software Support	
	End of Life of Switch	
	Port details (like copper, fibre quantity, speed etc)	
	Memory details such as DRAM, Flash Memory etc.)	
	Deployment in heterogeneous LAN environment i.e. Compatibility with different OEM devices.	
	Power Requirement(in watts)	
<b>Integration with existing network</b>	Product should work in an heterogeneous network consisting of various devices from different OEMs	
<b>Enterprise Grade Product</b>	Switch should be an Enterprise grade Product. "Enterprise Grade" means that OEM has declared the proposed model as enterprise grade on their public website and it will work for an enterprise, and can satisfy mission critical tasks.	
<b>Rack Mountable</b>	The switch should be standard rack mountable and should be supplied with mounting kit.	
<b>Additional feature list</b>	Please submit a list of all features provided by the product that will be available to the Bank without any additional charges and will be under support. These features will be treated at par with other features mentioned in the RFP.	
<b>B. Licensing Requirement</b>		
<b>Enterprise licensing</b>	Product should have enterprise license without any restrictions to use the features mentioned in the RFP from day one. If during the contract, Product is not performing as per specifications in this RFP, bidder has to upgrade/enhance the devices or place additional devices and reconfigure the system without any cost to Bank.	
<b>No limit licensing</b>	Product and its various features like switching and other inbuilt features etc. should not have any licensing restriction on number of users, concurrent	





Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

	connections, total connections, new connections, number of VLANs, zones, number of policies, number of appliances, other network parameters, number of equipment/ servers etc. as per the RFP specification.
<b>Product part availability code</b>	The offered product Part Codes have to be General Availability Part codes and not custom-built Part Code for the Bank. There should be cross reference to the public website of the OEM
<b>C. Capacity</b>	
<b>Port requirement</b>	As per Equipment to be supplied tabular column mentioned above.
<b>Console Port</b>	Switch should have a console port for local administration
<b>Auto MDI and MDI-X</b>	Switch should support this feature. Auto MDI-X automatically detects the required cable connection type and configures the connection appropriately, removing the need for crossover cables to interconnect switches or connecting PCs peer-to-peer.
<b>Auto and Manual Speed Negotiation</b>	Switch should support this feature. Negotiation is an Ethernet procedure by which two connected devices choose common transmission parameters, such as speed, duplex mode, and flow control. In this process, the connected devices first share their capabilities regarding these parameters and then choose the highest performance transmission mode they both support. In the OSI model, auto negotiation resides in the physical layer. For Ethernet over twisted pair it should support IEEE 802.3. Both auto and manual negotiation should be supported
<b>D. Performance</b>	
<b>Line rate forwarding</b>	Switch should be line rate forwarding.
<b>Green Initiative</b>	Switch should support this feature. Should be Energy Efficient Ethernet valid certification. Allowing each port on the switch to power down into a standby or 'sleep' mode when a connected device, such as a computer, is not active Second, it detects cable length and adjusts the power accordingly.
<b>E. Layer 2 Features</b>	
<b>STP</b>	Switch should support Spanning Tree Protocol (802.1d, 802.1w, 802.1s)



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

<b>VLAN Trunking</b>	Should support 802.1q for carrying multiple VLAN's over a link
<b>Multicast</b>	Switch should support Multicast IGMP v1, v2, v3 and higher version should be supported
<b>F. Availability</b>	
<b>Uplink Redundancy &amp; Bandwidth Aggregation</b>	Switch should allow redundancy in uplinks. Uplink bundling/aggregation should be supported using LACP.
<b>Storm Control (Broadcast/Multicast/Unicast)</b>	Capability to control Broadcast/Multicast/Unicast based storm due to network attacks and vulnerabilities
<b>G. Security</b>	
<b>IEEE 802.1x Based Security</b>	To support 802.1x network authentication and port security on a port basis which will help to deploy Network Access Control (NAC) 1. IEEE 802.1x 2. 802.1x with VLAN Assignment 3. 802.1x Guest VLAN 4. 802.1x with Guest VLAN Enhancements 5. 802.1x - Auth-Fail VLAN 6. 802.1x - Auth Fail Open 7. 802.1x MAC-Auth-Bypass 8. 802.1x MAC-Auth-Bypass for voice VLAN 9. 802.1x with ACLs 10. 802.1x with Port Security 11. 802.1x Accounting 12. NAC - L2 IEEE 802.1x 13. Web Authentication for Non 802.1x Clients 14. Multi Domain Authentication (802.1x for IP phone + 1 host behind phone) 15. Switch should support concurrent deployment of 802.1x and MAB authentication.
<b>Port Based access control lists for Layer2 Interface</b>	For Layer 2 interfaces allow security policies to be applied on individual switch ports using layer 2.
<b>Access control lists based on time ranges</b>	Switch should support this feature. Allow stringent security policies based on time of day.
<b>MAC Address Notification on workstation join into the network</b>	Switch should support this feature. Audit trails and logging.
<b>Port security</b>	Switch should support this feature. Ability to control and possibly restrict end points in the network. Secures the access to an access or trunk port based on MAC address. It limits the number of



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

	learned MAC addresses to deny MAC address flooding.
<b>RADIUS Change of Authorization (CoA) Network Access Control</b>	Switch should support this feature. The RADIUS Change of Authorization (CoA) feature provides a mechanism to change the attributes of an authentication, authorization, and accounting (AAA) session after it is authenticated. a. RADIUS CoA. b. URL Redirection for posture, VLAN and ACL assignment
<b>Downloadable Access Control List (dACLs)</b>	a. Switches should support dACLs in all ports. b. Switch port should support a minimum of 64 rules and switch should support a minimum of 384 rules [IPv4]. c. Should support downloading of dACLs created on a central NAC server d. Each dACL rule should support specification of multiple ports/IP address. e. Switch should support display of number of times dACL rules gets matched.
<b>Support for Access Control Entries (ACEs)</b>	Switch Should Support for Minimum of 600 ACEs (IPv4 & IPv6) inclusive of dACLs mentioned above.
<b>AAA services</b>	Support for Authentication databases (TACACS, RADIUS)
<b>DHCP Snooping</b>	Switch should support this feature. DHCP snooping is a layer 2 security technology built into the operating system of a capable network switch that drops DHCP traffic determined to be unacceptable. The fundamental use case for DHCP snooping is to prevent unauthorized (rogue) DHCP servers offering IP addresses to DHCP clients.
<b>IP Source Guard</b>	Switch should support this feature. IP Source Guard is a security feature that restricts IP traffic on untrusted Layer 2 ports by filtering traffic based on the DHCP snooping binding database or manually configured IP source bindings. This feature helps prevent IP spoofing attacks when a host tries to spoof and use the IP address of another host
<b>Spanning tree Root protection</b>	Switch should support this feature. Prevents edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes.



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

<b>Unknown unicast and unknown multicast blocking and unknown unicast rate limiting</b>	Switch should support this feature. To enable unicast and/or multicast blocking on a switch port to suppress the flooding of frames destined for an unknown unicast or multicast MAC address out of that port.
<b>Dynamic ARP Inspection</b>	Switch should support this feature. Dynamic ARP Inspection (DAI) is a security feature that verifies address resolution protocol (ARP) requests and responses in a network.
<b>Spanning tree BPDU protection</b>	Switch should support this feature for avoiding network loops
<b>Spanning Tree BPDU</b>	Switch should support this feature for Edge port protection.
<b>H. Manageability</b>	
<b>Embedded RMON Support</b>	Switch should support this feature. Ability to collect performance statistics
<b>SSH2 and above version based Administration on IPV4 and IPV6</b>	Switch should support this feature. Secure and remote administration of switches at the branch.
<b>SNMP v2 and above version, based Administration and Monitoring over IPV4 and IPV6</b>	Switch should support this feature. Basic Network management and monitoring capabilities
<b>LLDP &amp; LLDP-MED Support</b>	Switch should support this feature. Link layer media protocol to identify endpoints in the network. For example IP Phones
<b>Network Time Protocol (NTP V2 and above version)/ Simple Network Time Protocol (SNTP V4 and above version) over IPV4 and IPV6</b>	Switch should support this feature. To sync time on all network devices to synchronize the log collection and events.
<b>DHCP based Auto config and Auto install</b>	Switch should support this feature. Auto configuration of switches at the branches to aid error free configuration and up gradation
<b>SYSLOG over IPV4 and IPV6</b>	Switch should support this feature. Syslog is a way for network devices to send event messages to a logging server – known as a Syslog server using syslog protocol.
<b>Local and remote port mirroring for packet captures</b>	Switch should support this feature. Ability to capture packets for troubleshooting to identify network based attacks and application performance.
<b>Switch port auto configuration</b>	Switch should support this feature.



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

	Ability to configure a switch port based on detection of end points in the network. For example IP Phone requires separate QoS policies than PC workstations.
<b>I. IPv6 Features</b>	
<b>IPv6 and dual layer compatible</b>	Switch should be compatible for IPv4 and IPv6 traffic.
<b>MIBs for IPv6 traffic</b>	Switch should support MIB for IPv6 management
<b>IPv6: HTTP, HTTPS, ICMPv6, TCP/UDP over IPv6, Domain Name Resolution</b>	Switch should support this feature. IPv6 access capability
<b>IPv6 Stateless Auto Config</b>	Switch should support this feature. Ability to provide auto configured IPv6 address
<b>IPv6 QoS trust</b>	Switch should support this feature. Ability to trust IPv6 QoS markings
<b>IPv6: Option processing and fragmentation</b>	Switch should support this feature. Advance IPv6 capabilities
<b>IPv6 MLD v1 and higher version snooping</b>	Switch should support this feature. MLD is used in IPv6 equivalent to IGMP for discovering multicast listeners on a directly attached line.
<b>IPv6 Applications: Ping/Traceroute/VTY/TFTP</b>	Switch should support this feature. IPv6 troubleshooting capability.
<b>J. Support</b>	
6 Year Next business day hardware, software and subscription support	
The equipments should bear sticker denoting Serial number of the equipment and Toll Free Number of the vendor to contact.	
Software support and development (i.e. products updates, upgrades & patches) to be made available for a minimum of 6 years from the date of purchase order. Bidder with the help of OEM/by own should also fix any security findings/vulnerabilities identified by various security agencies hired/consulted by the Bank without any cost during the contract period. However, if the security observations cannot be closed and replacement is the only option to close the observations, then the bidder has to replace the device(s) with device meeting all the specifications of the RFP at no extra cost to the Bank.	
Bidder should provide vulnerabilities and patch related information as and when release by OEM to Bank's Network Integrator for all quoted models. In any case, vulnerabilities should not be kept hidden until patch release.	
All products updates, upgrades & patches should be provided by the bidder free of cost during the contract period.	
<b>Note:</b>	



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

- Non-compliance to one or more specifications mentioned above shall render the bidder/OEM non-compliant and will not be eligible for further participation in the RFP process.
- The technical specifications specified in this document are minimum and the bidder can quote equivalent or higher technical specifications to meet the Bank's requirements.
- If during the contract period it is found that one or more features specified in this RFP is/are not supported, the bidder has to replace earlier supplied device with a new device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the bidder.

List of deviations from the required specifications:

- 1)
- 2)

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

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

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

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

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

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

For

Office Seal  
Place:  
Date:

(Authorised Signatory)  
Name:  
Designation:  
Mobile No:  
Business Address:  
Telephone No:  
E-mail ID:



**PART - II**

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

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

Dear Sirs,

Sub: Request For Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

Ref: 1. Your RFP No. RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021  
2. Online Reverse Auction Dated \_\_\_\_\_

Further to the online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price details as per the specifications given in Part-I.

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

Item Description	Qty (Nos.) (a)	Unit Price (Rs.) * (b)	Total Price (Rs.) * = (a x b)
Managed Network Switches (i)	900		
Warranty charges for 1 <sup>st</sup> year for switches(ii)	900		
<b>Total of (i+ii)</b>			

\* Price to include all duties, levies, insurance, delivery, and installation etc but exclusive of GST.

**B. AMC charges for 5 years**

Item Description	Qty (Nos.) (a)	AMC Cost per unit (Rs.)# (b)	AMC charges for 2 <sup>nd</sup> year = (a*b) (Rs.)#	AMC charges for 3 <sup>rd</sup> year = (a*b) (Rs.)#	AMC charges for 4 <sup>th</sup> year = (a*b) (Rs.)#	AMC charges for 5 <sup>th</sup> year = (a*b) (Rs.)#	AMC charges for 6 <sup>th</sup> year = (a*b) (Rs.)#	Total AMC charges (2 <sup>nd</sup> to 6 <sup>th</sup> year) (Rs.)#
AMC charges for Switches (iii)	900							

**Total Cost to be quoted in reverse auction (i+ii+iii) = Rs.....**



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

# Price is inclusive of all charges but exclusive of GST. TDS if any, will be deducted from the payment.

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

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

For

Office Seal

**(Authorized Signatory)**

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:





Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

**ANNEXURE -I**

**1. BID FORM**

**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 For Supply, Installation, Configuration, Testing, Commissioning,  
Warranty And Maintenance Of 900 Nos Managed Network Switches.

Ref: RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021

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 3% 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, 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.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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 this .....day of ..... 2021

Signature .....

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....

.....

Mobile:

Email



Ref: **CO/ITD/CNW/1114/R1/2021-22**

Date: **17.09.2021**

**Annexure -II**

**SELF DECLARATION – BLACKLISTING**

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

Dear Sir,

**Sub:** Request For Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

**Ref:** Your RFP No. RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021.

We hereby certify that, we have not been blacklisted by any Government Dept. / PSU / Banks currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**Name:**



**Annexure-III**  
**CONTRACT FORM**

(To be submitted on Non - Judicial Stamp Paper)

**THIS AGREEMENT** made the .....day 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 RFP No. ....for certain Goods and ancillary services viz., ..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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:**

**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-IV**

**Performance Security Format**

Bank Guarantee No.

Date:

To: INDIAN BANK,

Chennai,

INDIA:

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

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

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

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

This guarantee is valid until the .....day of.....2021

Signature of Authorized 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.



**Annexure-V**  
**BID SECURITY DECLARATION**

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 For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

**Ref:** Your RFP No. RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021.

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:**



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

Annexure - VI

MANUFACTURERS' AUTHORIZATION FORM

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

Dated

To

Dear Sir:

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

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

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

Yours faithfully,

(Name)

(Name of Manufacturer)

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





**Annexure-VII**

**INTEGRITY PACT**  
**(To be submitted on Non - Judicial Stamp Paper)**

**INTEGRITY PACT**  
**Between**  
**Indian Bank hereinafter referred to as "The Bank"**  
**and**  
**..... Hereinafter referred to as "The Bidder/Contractor"**

**Preamble**

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of Necessary Hardware, Software & Support Services for Implementing 1000 Digital Signage. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

**Section 1 – Commitments of the Bank**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitment of the Bidder(s)/Contractor(s)**

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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

2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

### **Section 5 – Previous Transgression**

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

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

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



### Section 10 – Examination of Books of Accounts

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

### Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

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

-----

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

-----

-----

-----

-----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

-

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**Annexure-VIII**  
**SERVICE LEVEL AGREEMENT**

**THIS AGREEMENT** made the .....day 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:**

- The SLA specifies the expected levels of service to be provided by the Supplier to the Bank. This expected level is also called the baseline. Any degradation in the performance of the product and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. The Bank and Supplier. The Supplier shall maintain the stated service levels to provide quality service. Supplier shall provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

**1) Scope of the Project**

Bidder has to supply , install and maintain the 900 nos Managed Network Switches for the period of 6 years.



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

**2) Delivery Schedule and Deliverables from the Bidders**

- a) As the switches are required to be deployed in the Bank's network, bidders must quote a suitable model from their product portfolio that are meant for enterprise category and that supports implementation of NAC in future without having any hassles.
- b) The switches are to be supplied at locations indicated in the supply list (list comprising Head Offices, various Zonal Offices and Branches).
- c) Should provide warranty for one year and AMC for Five years whose date will commence either from the date of installation or on completion of 90 days from date of delivery, whichever is earlier.
- d) The device if reported faulty / mal-functioning should be rectified either through configuration changes or through replacement. During such events, standby device of equivalent configuration or higher should be placed for restoring the connectivity at the site till the supplied device is made functional or a replacement device is arranged.
- e) After the expiry of warranty/ AMC period, AMC for further period for the equipments will be payable at mutually agreed rates.
- f) Delay in supply of switches, delay in installation and delay in rectifying issues with Managed Switches sought by the Bank will attract liquidated damages.
- g) Supply, install, co-ordinate for integration of switches with the Management software for Centralized configuration of switches supplied.
- h) Providing onsite engineer support during banking hours to complete the installation of switches in all branches and configuring the switches for NAC.
- i) The switches shall include all components and subcomponents including power cables, accessories, modules, and hardware/software licenses (required for commissioning of the Product as a part of RFP) and shall be supplied by the bidder at no extra cost to the Bank.
- j) All necessary entitlement papers of license for both hardware and software should be provided to the Bank.
- k) The onsite support person should be a graduate and OEM certified engineer.
- l) The engineer visiting the branches / Administrative offices for replacement / installation of switches shall carry out
  - i. Mark the existing LAN cables with the details of the devices connected with a tag.
  - ii. Collect the MAC address of all devices.
  - iii. Configure the new switch with the help of engineers at HO.
  - iv. Configure MAC address list and access restrictions.
  - v. Remove the existing switch and install the new switch supplied.
  - vi. Connect the devices and ensure that all devices are reachable from HO
  - vii. Label the Switch and paste the sticker for Serial Number, and support contact details.
- m) Check with Branch Manager / ABM and obtain signature on installation certificate for having installed the switch.





**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

n) The Onsite engineer working at Head office shall carry out the following activities.

- (i) Maintain the inventory of Switches with serial number of the switch, location at which it is installed, the number of switches at the location, the port numbers used for connectivity, the devices connected to each port, its MAC address, the type of device.
- (ii) Co-ordinate for Configuration of the Network Management software to identify the assets (Switches).
- (iii) Configure users for the software and their access permissions
- (iv) Configure the Switches at all locations individually and as a group of switches.
- (v) Arrange for installation of switches as required by the bank including visit of engineer to branch.
- (vi) Configuration of switches using the Network Management Software.
- (vii) Configuration of Network Access Control policies as required by the bank in all switches.
  - (a) Ensure that only devices complying with bank policies are able to access the network.
  - (b) The devices not complying with the bank policies are quarantined and allowed to get the updates from the central servers located in DC/DR/HO.
- (viii) Ensuring that, when the connectivity is available to router.
  - (a) The switch is reachable from the router.
  - (b) The devices connected to the router are reachable from the Switch.
  - (c) The devices are able to reach the router which is the gateway for the devices.
  - (d) Only bank authorized devices are able to communicate using the switches.
  - (e) Unauthorized devices are disconnected.
- (ix) Provide reports to the bank officials on number of devices connected, inventory reports, Access violations noticed etc. on daily basis.
- (x) Any other switch maintenance/upkeep related activities

### 3) Scope of Work

- The Bidder has to supply and install the 900 numbers Managed Network Switches.
- The Bidder has to provide manpower support for a minimum period of three years.
- Configure the switches as per the Bank's requirement during the installation and replacement/repair.
- The switches and NCCM solution to be covered under warranty for one year and AMC for 5 years.



4) SLA

- If the successful bidder fails to install the equipments within the period(s) specified, the Bank shall levy penalty at rate of Rs.100/- for each day after specified period. However, the total amount of penalty deducted will be pegged at total installation payment (20% of cost) for that particular switch.
- If the successful bidder fails to rectify the branch Managed Switches within 24 hours either by rectification of fault or replacement by a standby device, the Bank shall levy penalty at rate of Rs.500/- per day or part thereof from 24 Hours from reporting the issue to the Bidder. However, the total amount of penalty deducted will be pegged at total AMC charges payable for Five years for that particular switch.
- If engineers are absent for more than 12 working days in a year penalty will be charged at the rate of Rs.3,000/- per day for the number of days of absence and will be deducted from subsequent AMC payments.
- The relationship between the Bank and the Supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Supplier 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 shall be the principal employer of its employees, (if applicable agents, contractors, subcontractors etc) engaged by the Supplier and shall be vicariously liable for all the acts, deeds, matters or things of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise by virtue of engagement of employees, (if applicable agents, contractors, sub contractors etc.,) by the supplier for any assignment under the contract. All remuneration, claims, wages, dues etc of such employees (if applicable agents, contractors, sub contractors etc) of the Supplier shall be paid by the Supplier alone and the Bank shall not have any direct or indirect liability or obligation to pay any charges, claims or wages of any of the Supplier's employees (if applicable agents, contractors, sub contractors etc). The Supplier shall hold the Banks its successors, assigns, administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any whatsoever nature that may arise or caused to the Bank through the action of supplier's employees (if applicable agents, contractors, sub contractors etc)."

5) Uptime/Availability

(a) For Switches

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

(b) Availability of onsite engineers



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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

## 6) Insurance

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

The 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 all equipments due to non-availability of storage cum erection policy, the supplier has to bear the losses.

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.

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.

## 7) 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, its 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.

## 8) Jurisdiction and Applicable Law

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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

Compliance with labour and tax laws, etc will be the responsibility of the service provider at their cost.

**9) Liquidated Damages**

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

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

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

**11) Negotiation**

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

**12) 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

- c. IP Infringement indemnity
- d. 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.

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



### **13) 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.

### **14) 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.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

### **15) 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.



## 16) 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.

## 17) 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.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.



### 18) 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.
- d) Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

- 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.
  - 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.
  - 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.
  - 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.



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

(f) Notwithstanding any reference to arbitration herein,

- 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.

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

### **19) Right to Alter Quantities**

The Bank may at its discretion,

- d) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- e) Decrease the requirement up to 10% at the time of placing order with vendor
- f) 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.

### **20) Applicable Law**

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

### **21) Coverage of All Banks Under The EPF & MP Act 1952**

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

### **22) 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.

### **23) Termination for Convenience**

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





The Equipments that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.

#### **24) Termination for Default**

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

- a. if the Successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the Successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of Successful Bidder revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'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.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **25) 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



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

## **26) Confidentiality**

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

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

The selected bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

The selected Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

### **27) Negligence**

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

### **28) Assignment**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

### **29) Use of Contract Documents and Information**

The Selected bidder 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/authorized by the Selected bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Selected bidder 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.

The supplier will have to enter into a Non-Disclosure agreement (As per the Annexure-IX) 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;

- a) RFP No.....dated.....for.....
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser's notification of award
- d) Contract form dated .....
- e) NDA form dated .....



**Ref: CO/ITD/CNW/1114/R1/2021-22**

**Date: 17.09.2021**

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-IX**  
**NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on 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 ShanmugamSalai, 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 "Supplier" 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 intends to procure Managed Switches.

M/s..... Limited has been engaged in the business of Supply, Installation & Maintenance of Managed Network Switches.

The parties have entered into agreement dated \_\_\_\_\_ for Supply, Installation & Maintenance of Managed Network Switches "(herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

**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 Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

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.



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

**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.

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

**11. Jurisdiction**

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

**12. Indemnity clause**

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

**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**  
**DECLARATION FOR MSME BENEFITS**

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

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

**Sub:** Request For Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

**Ref:** Your RFP No. RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021 floated for Supply, Installation & Maintenance of Managed Network Switches. 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



Ref: **CO/ITD/CNW/1114/R1/2021-22**

Date: **17.09.2021**

**ANNEXURE-XI**

**DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A  
LAND BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS  
LETTERHEAD)**

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

Date

Dear Sir,

**Sub:** Request For Proposal For Supply, Installation, Configuration, Testing, Commissioning, Warranty And Maintenance Of 900 Nos Managed Network Switches.

**Ref:** RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021.

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



Ref: CO/ITD/CNW/1114/R1/2021-22

Date: 17.09.2021

ANNEXURE-XII

**INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL  
INSTALLATION OF Switch**

Date:

Sub: Certificate of installation of Switch.

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the equipment: Managed Network Switch  
(c) Quantity \_\_\_\_\_  
(d) Date of delivery \_\_\_\_\_  
(e) Date of installation and proving test \_\_\_\_\_

2. Details of accessories/spares not yet supplied:

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_



ANNEXURE-XIII

**Certificate of Local Content as per Make in India Guidelines**

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

Date

Dear Sir,

**Sub:** Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of 900 Nos Managed Network Switches.

**Ref:** RFP No. CO/ITD/CNW/1114/R1/2021-22 dated 17.09.2021.

This is to certify that proposed \_\_\_\_\_ **<product details>** is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the 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, referred to hereinabove.

For Bidder

For OEM

Signature of authorised signatory  
Name and Designation:  
Seal:  
Date:

Signature of authorised signatory  
Name and Designation:  
Seal:  
Date:



**CHECKLIST**

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be a Public/Private Limited Company and should be in existence in India for the last <u>5 years</u> (as on 31.03.2021).	Copy of Certificate of Incorporation
2	The Bidder should be an OEM/ Authorized Partner of the Original Equipment Manufacturer (OEM) of the switch quoted.	MAF has to be submitted as per Annexure-VI
3	The Bidder should be a profit making company and should have earned Net profit in at least two out of three preceding Financial Years (FY 2018-19, 2019-2020 & 2020-2021) and Operating profit in the other Financial Year as per the audited Financial Statements. Bidder should provide audited Profit & Loss Statement along with auditor/chartered accountant certificate.	Copy of Audited Balance Sheet.
4	The Bidder's yearly turnover should be more than Rs.10 crores during last three financial years (i.e. 2018-19, 2019-20 & 2020-21)	Copy of Audited Balance Sheet.
5	The Bidder should have supplied and supporting minimum 1000 switches of make quoted in single order during last five years (ending 31.03.2021) to at least two Banks / Financial Institutions/ Government Organisations/ Public/Private Limited Company in India.	Necessary purchase orders to be submitted.
6	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.	Self Declaration as per the format given in Annexure-II should be attached.
7	Technical Compliance	Compliance to be given as per Part – I
8	Bid Security Declaration	Bid Security Declaration as per Annexure-V
9	Bid Form	As per Annexure-I
10	Escalation Matrix of Bidder	Escalation Matrix of Bidder to be submitted on bidder's letter head
11	Integrity Pact	Integrity Pact as per Annexure-VII
12	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XI
13	Declaration regarding MSME Benefits (If Applicable)	Declaration to be submitted as per Annexure-X
14	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II
15	Certificate Regarding Local Content	To be submitted as per Annexure-XIII
16	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

