

## **LIMITED RFQ**



### **Request for Quote (RFQ)**

for

**Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with  
50 Webex Meeting Center Named User subscription license  
for Video Conferencing for One Year.**

RFQ Date	<b>25/04/2022</b>
Pre-Bid Meeting	<b>29/04/2022 at 11:00 AM</b>
Last Date for receipt of bids	<b>10/05/2022 at 03:00 PM</b>
Date and time of opening Technical bids	<b>10/05/2022 at 03:30 PM</b>
Date and time of opening Commercial bids	<b>11/05/2022 at 05:00 PM</b>

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

**Note: This is a limited RFQ and information regarding the same will be informed  
to the bidders finalized by the Bank.**

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### 1. SCHEDULE

RFQ /Tender Reference Number and Date	CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022
Last date for seeking Pre-bid clarifications/ queries through email <a href="mailto:franklin.b@indianbank.co.in">franklin.b@indianbank.co.in</a> <a href="mailto:mohankumar.d@indianbank.co.in">mohankumar.d@indianbank.co.in</a> <a href="mailto:mahendra.koley@indianbank.co.in">mahendra.koley@indianbank.co.in</a> <a href="mailto:asis.sadhukhan@indianbank.co.in">asis.sadhukhan@indianbank.co.in</a>	28/04/2022 by 05:00 PM
Last Date & Time for submission of Bids in Online Mode only	10/05/2022 at 03:00 PM
Documents to be submitted Online	<ol style="list-style-type: none"> <li>1. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</li> <li>2. All supporting documents and product literature in support of Technical specifications.</li> <li>3. Relevant brochures</li> <li>4. Compliance to Technical Specifications.</li> <li>5. Commercial Bid</li> <li>6. Any other information sought by the Bank with relevant to this tender</li> </ol>
Date & place of opening of Online Bids	Technical Bid: 10/05/2022 at 03:30 PM Commercial Bid: 11/05/2022 at 05:00 PM Indian Bank, Head Office 66, Rajaji Salai Chennai - 600 001
Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
RFQ information availability	This RFQ document can be downloaded from the website: <a href="https://indianbank.in/tenders">https://indianbank.in/tenders</a> and e-procurement portal: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a> Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites.
Note	The term "Bid" & "Quote/Quotation" bears the same meaning in this RFQ.  The tender is not splittable. Only one bidder will be awarded with contract.

**SECTION-I**

**2.1 Request for Quote (RFQ)- INVITATION FOR BIDS (IFB)**

Indian Bank invites quotations for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year. The requirement of the items is as follows:

S.No	Part Code	Description	Quantity
1.	A-FLEX-3	Collaboration Flex Plan 3.0	1
2.	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1
3.	A-FLEX-NUM-MC	NU Meetings - Meetings Center	50
4.	A-AUD-VOIP	Included VoIP (1)	1
5.	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	50
6.	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	50
7.	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	50
8.	A-FLEX-MTGC-ENT	Meetings Entitlement	50
9.	A-FLEX-FILESTG-ENT	File Storage Entitlement	1000
10.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	50
11.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	50

This tendering process shall follow two-part bidding system.

Part-I - Technical Bid contains compliance details of the specifications for which quotation is called for. Bidders should enroll/register before participating through e-procurement website. Technical Bid have to be submitted online only through e-procurement website.

Part II - Final Commercial Bid contains price for the items for which quotation is called for. Final Commercial Bid have to be submitted online only through e-procurement website.

Interested eligible bidders may submit their quotation for the items mentioned above, as specified in Part-I and Part-II 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- Technical Bid contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered.
3. 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. 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. Technical Bid-

	<p>Part-I will be opened by Bank Officials on stipulated date and time mentioned in RFQ.</p> <p>4. Part II - Final Commercial Bid- The bidders should also submit their Final Commercial Bid as sought in the e-tendering system. The Final commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The price quoted should be unconditional and should not contain any strings attached thereto. Final commercial bid of the technically qualified bidders will be opened by Bank Officials on stipulated date and time mentioned in RFQ.</p> <p>5. Bank has the right to accept or reject any quotation/cancel the e-tender at any stage at its sole discretion without assigning any reason thereof.</p>
<b>2.2</b>	<b>Important Notes</b>
	<p>(i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.</p> <p>(ii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.</p> <p>(iii) If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFQ 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 RFQ. In such case, decision of the new entity will be binding on the successful bidder</p>

<b>SECTION-II - INSTRUCTIONS TO BIDDERS</b>	
<b>3.1</b>	<b>Introduction</b>
	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.
<b>3.2</b>	<b>Pre-Bid Meeting</b>
	<p>A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on 29/04/2022 at 11:00 AM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.</p> <p>The purpose of the meeting will be to clarify the doubts raised by the probable bidders. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before 28/04/2022 by 05.00PM:</p> <p style="text-align: center;"> <a href="mailto:franklin.b@indianbank.co.in">franklin.b@indianbank.co.in</a>  <a href="mailto:mohankumar.d@indianbank.co.in">mohankumar.d@indianbank.co.in</a>  <a href="mailto:mahendra.koley@indianbank.co.in">mahendra.koley@indianbank.co.in</a>  <a href="mailto:asis.sadhukhan@indianbank.co.in">asis.sadhukhan@indianbank.co.in</a> </p> <p><b>Indian Bank, Head Office, Information Technology Department, 2<sup>nd</sup> Floor , 66, Rajaji Salai, , Chennai- 600 001</b></p> <p>The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <a href="https://www.indianbank.in/tenders">https://www.indianbank.in/tenders</a> and <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a> and informed vide mail to the bidders who have raised queries.</p>
<b>3.3</b>	<b>Amendment of bidding documents</b>
	<ol style="list-style-type: none"> <li>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).</li> <li>The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.</li> </ol>
<b>3.4</b>	<b>Technical Bid</b>
	<p>The Bidder shall furnish as its technical bid Part-I, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.</p> <p>The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.</p> <p>Any bid document not accompanied by the above will be rejected.</p>
<b>3.5</b>	<b>Financial Bid</b>
	The bidder shall also submit final commercial bid -Part -II through online. The submission of quote does not confer any right on the bidder for being awarded any purchase order.

<b>SECTION III - CONDITIONS OF CONTRACT</b>	
<b>4.1.</b>	<b>Definitions</b>
	<p>In this contract, the following terms shall be interpreted as indicated:</p> <p>A. <b>"The Contract"</b> means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>B. <b>"The Contract Price"</b> means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;</p> <p>C. <b>"The Goods"</b> means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;</p> <p>D. <b>"The Services"</b> means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;</p> <p>E. <b>"The Purchaser"</b> means Indian Bank.</p> <p>F. <b>"The Supplier"</b> means the company supplying the Goods and Services under this Contract.</p> <p>G. <b>"The Project Site"</b>, where applicable, means the place of delivery of equipment's.</p>
<b>4.2.</b>	<b>Use of Contract Documents and Information</b>
	<p>1.The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>2.The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract</p>
<b>4.3.</b>	<b>Scope of the Project</b>
	Supply of Cisco Collaboration Flex Plan 3.0 with 50 numbers of Webex Meeting Center Named User Subscription license for Video Conferencing for One Year.
<b>4.4.</b>	<b>Scope of Work</b>
	<p>A. The successful bidder has to supply and support for Cisco Collaboration Flex Plan 3.0 with 50 numbers of Webex Meeting Center Named User Subscription license for Video Conferencing for One Year with mentioned components in RFQ.</p> <p>B. Since the Bank is already utilizing the Cisco Webex services, the successful bidder has to ensure smooth transfer of microsite ownership from previous vendor to new vendor in coordination with OEM. The present Microsite URL must be retained. Change in microsite URL is acceptable only under exceptional circumstances. The bidder and OEM should ensure that in case of change in Microsite URL, old URL cannot be used by anyone else.</p> <p>C. The duration of subscription is One Year from the date of activation of the software license supplied</p>



<b>4.5.</b>	<b>Eligibility Criteria</b>
	This is a Limited tender RFQ and is only for selected vendors, shortlisted by the Bank.
<b>4.6.</b>	<b>Delivery Address &amp; Schedule</b>
	The software Licenses should be delivered/installed within 07 working days of issue of purchase order. The Deliverables should be delivered at Indian Bank, Chennai. Complete address will be provided in the Purchase Order.
<b>4.7.</b>	<b>Period of Validity of Bids</b>
	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.
<b>4.8.</b>	<b>Evaluation Criteria</b>
	<p><b>1. General Evaluation:</b></p> <ol style="list-style-type: none"> <li>The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.</li> <li>Arithmetical errors will be rectified on the following basis: <ol style="list-style-type: none"> <li>If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.</li> <li>If there is a discrepancy between words and figures, the amount in words will prevail.</li> </ol> <p>If the Supplier does not accept the correction of the errors, its quote will be rejected.</p> </li> <li>The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.</li> <li>Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.</li> </ol> <p><b>2. Technical Evaluation:</b> The systems offered should meet all the technical specifications as stipulated in the quote (Part I). The Supplier should agree all the Other Terms and Conditions mentioned in the RFQ.</p> <p><b>3. Commercial Evaluation:</b> The bidders should submit their final commercial bid (Part II) in online e-tendering system. Purchase order will be issued to Lowest Quoted (L1) Vendor. The acceptance of quotations will rest with Indian Bank which does not bind itself to accept the lowest quotation and reserves to itself the authority to reject any/all the quotations or cancel the tender received without assigning any reason whatsoever. The incomplete quotations are liable for rejection.</p> <p>*Bidders has to submit Technical Bid (Part 1) and Final Commercial Bid (Part II) on or before the time scheduled defined in the RFP i.e. 10/05/2022 at 03:00 PM.</p>
<b>4.9.</b>	<b>Payment Terms</b>
	<p><b>1. On Delivery:</b> Ninety (90) % of the price of the software license delivered will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative.</p> <p><b>2. On Installation/Commissioning and Acceptance:</b> Ten (10) % of the invoice price will be kept as retention amount and the same may be released on submission of</p>

	Bank Guarantee of the 3% of the total project cost valid till the end of Warranty Period + 90 Days. <b>3. Note:</b> TDS, GST on TDS, LD & penalty (if any) will be deducted from the payment, as applicable.	
<b>4.10. Warranty</b>		
	The warranty shall remain valid for 12 months from the date of activation of the software license supplied.	
<b>4.11. SLA for Maintenance and Support</b>		
	During the term of the contract, the successful bidder will have to maintain the solution in perfect working order and condition. Penalty will be levied for non-adherence of Service level as below:	
	<b>S. No</b>	<b>Level of uptime per quarter for WebEx Solution</b>
	1.	99.50% and Above
	2.	98.00% and above but below 99.5%
	3.	95.00% and above but below 98.00%
	4.	90.00% and above but below 95.00%
	5.	Below 90.00%
		<b>Penalty Charges</b>
		NIL
		0.5% of Support Cost and Subscription for one year for the solution.
		1% of Support Cost and Subscription for one year for the solution.
		1.5% of Support Cost and Subscription for one year for the solution.
		2.0% of Support Cost and Subscription for one year for the solution.
<b>4.12. Delays in The Supplier's Performance</b>		
	Delivery of the software license 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 software license and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.	
<b>4.13. Jurisdiction</b>		
	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.	
<b>4.14. Liquidated damages</b>		
	If the Supplier fails to deliver/install any or all of the software license or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract	
<b>4.15. Bank's right to accept/reject quote(s)</b>		
	1. Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.	

	2. Bank reserves the right to modify the terms and conditions of this RFQ duly informing the same before due date of the RFQ.
<b>4.16.</b>	<b>Performance Security</b>
	<p>1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for <b>15 months</b> with further one year claim period.</p> <p>2. The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.</p> <p>3. The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.</p>
<b>4.17.</b>	<b>Negotiation</b>
	Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
<b>4.18.</b>	<b>Limitation of Liability</b>
	<p>Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for</p> <p>A. IP Infringement indemnity.</p> <p>B. Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.</p> <p>C. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (A) and (B) above, the liability is limited to the Compensation awarded by court of law.</p>
<b>4.19.</b>	<b>Indemnity Clause</b>
	If at the time of the supplying, installing the software license 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.
<b>4.20.</b>	<b>Disclaimer</b>
	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.
<b>4.21.</b>	<b>Patent Rights</b>
	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.
<b>4.22.</b>	<b>It Act 2000</b>
	The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

<b>4.23.</b>	<b>Intellectual Property Rights</b>
	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.
<b>4.24.</b>	<b>Acceptance of Purchase Order</b>
	Acceptance within <b>05</b> days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order.
<b>4.25.</b>	<b>Signing of Contract Form and NDA and Submission of Performance Security</b>
	Within fifteen (15) days of Purchase Order, the successful bidder shall submit the Performance Security, sign the Contract Form (Annexure III) & Non-Disclosure Agreement (Annexure VII) and return it to the Bank.
<b>4.26.</b>	<b>Settlement of Disputes</b>
	<p>A. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.</p> <p>B. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>C. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.</p> <p>D. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.</p> <p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.</p> <p>(a) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.</p> <p>(b) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p>

	<p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.</p> <p>(f) Notwithstanding any reference to arbitration herein,</p> <ol style="list-style-type: none"> <li>the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</li> <li>the Bank shall pay the supplier any monies due to the supplier.</li> </ol> <p>Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal /other legal recourse.</p>
<b>4.27.</b>	<b>Right to Alter Quantities</b>
	<p>The Bank may at its discretion,</p> <ol style="list-style-type: none"> <li>Increase the requirement up to 10% at the time of placing order with vendor and,</li> </ol> <p style="text-align: center;">Or</p> <ol style="list-style-type: none"> <li>Decrease the requirement up to 10% at the time of placing order with vendor.</li> <li>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 25% of original quantity as mentioned in original purchase order.</li> </ol>
<b>4.28.</b>	<b>Authorization Letter from OEM</b>
	The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure VIII. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.
<b>4.29.</b>	<b>Exit Requirements</b>
	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.
<b>4.30.</b>	<b>Applicable Law</b>
	Laws of India and any other guidelines having the force of law in India will be applicable.
<b>4.31.</b>	<b>Termination for Convenience</b>
	<p>The Purchaser, by 30 Days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p>

	<ul style="list-style-type: none"> <li>to have any portion completed and delivered at the Contract terms and prices; and / or</li> <li>to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<p><b>4.32. Termination for Default</b></p>	
	<p>The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ol style="list-style-type: none"> <li>if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;</li> <li>if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ol> <p>For the purpose of this clause:</p> <p><b>“corrupt practice”</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p><b>“fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p>
<p><b>4.33. Force Majeure</b></p>	
	<p>The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.</p> <p>If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.</p>
<p><b>4.34. Confidentiality</b></p>	
	<p>The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data &amp; information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided</p>



	<p>data / information. <b>After termination of the contract also they should not divulge any data / information.</b> The supplier will have to enter into a Non-Disclosure agreement (Annexure VII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.</p>
<p><b>4.35. General Terms</b></p>	
	<p>A. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable. B. All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid C. The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore. D. The software license supplied should be under back-to-back support from OEM, OEM letter for the same to be submitted. E. Call logging facility to be made available on 24*7 basis F. Supplier has to provide technical documents, brochure etc. for all the items quoted. G. Detailed documentation of installation and solution has to be provided after successful installation. H. Performance issues to be solved by the supplier without any additional cost to the bank.</p>

<b>SECTION IV - INSTRUCTIONS TO BIDDERS FOR E-TENDERING</b>	
<b>5.1</b>	<b>General Instructions</b>
	These Instructions for e-Tendering supplement other terms and conditions of this tender.
<b>5.2</b>	<b>Rules for Web Portal Access :Instructions</b>
	<ol style="list-style-type: none"> <li>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.</li> <li>2. e-tendering will be conducted on a specific web portal website - <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.</li> <li>7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.</li> <li>8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.</li> <li>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.</li> <li>10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 3.00PM. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.</li> <li>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.</li> </ol>
<b>5.3</b>	<b>Registration</b>
	<p>To use the Bank's e-tendering Portal (<a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>) , bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link. The following steps are to be followed during the registration process</p> <ol style="list-style-type: none"> <li>a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal</li> </ol>



	<p>b) Upload the scan copy of the PAN Card and GST Registration certificate c) Acknowledgement copy will be generated with user id &amp; password &amp; 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.</p> <p>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.</p> <p><b>Note:</b> Please contact M/s. Antares Systems Limited’s support desk (as given below), to get your registration accepted/activated and for further clarifications.</p> <p style="text-align: center;"><b><u>Support Desk Contact Details</u></b> M/s. Antares Systems Limited #24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block Basaveshwara nagar, Bangalore – 560 079. Support Contact No. 080-40482100, 99432 77499, 89519 44383 Support Email: <a href="mailto:gunaseelan.m@antaressystems.com">gunaseelan.m@antaressystems.com</a></p>
<b>5.4 Submission Of Bids Through E-Tendering Portal</b>	
	<p>The Bid documents, to be uploaded as part of online bid submission, are as follows:</p> <p>a. Eligibility Criteria, along with all supporting documents required. 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 (Part-I) and final commercial bid (Part-II) g. Any other information sought by the Bank with relevant to this tender</p> <p>Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in “Searchable” PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p> <p>Please take care to scan documents so that total size of documents to be uploaded remains minimum. <b>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.</b> Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.</p>
<b>5.5 Bid Related Information</b>	
	<p>Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing</p>

	<p>at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.</p> <p>Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.</p>
<b>5.6</b>	<b>Other Instructions</b>
	<p>For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>), click on System Requirement Manual/ User Manual.</p> <p><b>The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.</li> <li><b>b.</b> Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal</li> <li><b>c.</b> Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal</li> <li><b>d.</b> 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).</li> </ul> <p>Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.</p>

**SECTION V**

**PART-I - Technical Bid**

Date:

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

**Dear Sir,**

**Sub: Request for Quote (RFQ) for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year.**

**Ref: CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022.**

Referring to your above Request for Proposal (RFQ), we submit the compliance details for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year, as mentioned below:

**TECHNICAL SPECIFICATION**

S.NO	PART CODE	DESCRIPTION	QTY	COMPLIANCE (Yes/No)
1.	A-FLEX-3	Collaboration Flex Plan 3.0	1	
2.	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	
3.	A-FLEX-NUM-MC	NU Meetings - Meetings Center	50	
4.	A-AUD-VOIP	Included VoIP (1)	1	
5.	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	50	
6.	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	50	
7.	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	50	
8.	A-FLEX-MTGC-ENT	Meetings Entitlement	50	
9.	A-FLEX-FILESTG-ENT	File Storage Entitlement	1000	
10.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	50	
11.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	50	

We certify that the items, we offer for the tender conforms to the specifications stipulated by you.

We agree to terms and conditions of this tender.

**For**

Office Seal

**(Authorized Signatory)**

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:

**SECTION V**

**PART-II – FINAL COMMERCIAL BID**  
**(To be submitted along with Technical Bid)**

Date:

To,

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

Dear Sir,

**Sub: Request for Quote (RFQ) for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year.**

**Ref: CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022.**

Referring to your above Request for Proposal (RFQ), we submit our final commercial quote for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for service duration of One Year, as mentioned below:

S.No	Part Code	Description	Qty (A)	Unit Price (INR) (B)	Total Price (INR) C = (A * B)
1.	A-FLEX-3	Collaboration Flex Plan 3.0	1		
2.	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1		
3.	A-FLEX-NUM-MC	NU Meetings - Meetings Center	50		
4.	A-AUD-VOIP	Included VoIP (1)	1		
5.	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	50		
6.	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	50		
7.	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	50		
8.	A-FLEX-MTGC-ENT	Meetings Entitlement	50		
9.	A-FLEX-FILESTG-ENT	File Storage Entitlement	1000		
10.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	50		



CO: Information Technology Department,  
Indian Bank, Corporate Office, 254-260,  
Avvai Shanmugam Salai, Chennai -  
600014.

Ref: CO/ITD/PROC/167/R1/2022-23

Dated :25/04/2022

11.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	50		
		<b>Total Price</b>			

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

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

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

Signature of the Vendor

(Authorized Signatory)

Company Seal

Date:

Name:

Designation:

Mobile No:

E-mail id:

CompanyName:

Business Address:

Telephone No:



**Annexure I**

**FORM OF BID**

**(Bidders are required to furnish the Form of Bid)**

Date: \_\_\_\_\_

To

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

**Sub: Request for Quote (RFQ) for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year.**

**Ref: CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022.**

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% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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

Dated this .....day of ..... 2022



CO: Information Technology Department,  
Indian Bank, Corporate Office, 254-260,  
Avvai Shanmugam Salai, Chennai -  
600014.

Ref: CO/ITD/PROC/167/R1/2022-23

Dated :25/04/2022

Signature .....

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

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

.....

Mobile:

Email







CO: Information Technology Department,  
Indian Bank, Corporate Office, 254-260,  
Avvai Shanmugam Salai, Chennai -  
600014.

Ref: CO/ITD/PROC/167/R1/2022-23

Dated :25/04/2022

**Annexure II**

**Bid Security Declaration**

Date: \_\_\_\_\_

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

Dear Sir,

**Sub: Request for Quote (RFQ) for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year.**

**Ref: Your RFQ no. CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022.**

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

**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 of requisite value)**

**THIS AGREEMENT** made the .....day of.....,2022 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 Purchaser invited bids vide Ref: CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022 for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

S.No	Part Code	Description	Qty (A)	Unit Price (INR) (B)	Total Price (INR) C = (A * B)
1.	A-FLEX-3	Collaboration Flex Plan 3.0	1		
2.	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1		
3.	A-FLEX-NUM-MC	NU Meetings - Meetings Center	50		
4.	A-AUD-VOIP	Included VoIP (1)	1		
5.	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	50		
6.	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	50		
7.	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	50		
8.	A-FLEX-MTGC-ENT	Meetings Entitlement	50		
9.	A-FLEX-FILESTG-ENT	File Storage Entitlement	1000		
10.	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	50		
11.	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	50		
		<b>Total Price</b>			

**TOTAL VALUE:**

**DELIVERY SCHEDULE:** The Software licenses are to be delivered within 7 Working Days from the date of Purchase Order.

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

Signed, Sealed and Delivered by the  
 said ..... (For Indian Bank)  
 in the presence of:.....

Signed, Sealed and Delivered by the  
 said ..... (For the Supplier)  
 in the presence of:.....



CO: Information Technology Department,  
Indian Bank, Corporate Office, 254-260,  
Avvai Shanmugam Salai, Chennai -  
600014.

Ref: CO/ITD/PROC/167/R1/2022-23

Dated :25/04/2022

**Annexure IV**

**Performance Security Form**

**(To be submitted on Non - Judicial Stamp Paper of requisite value, by successful bidder)**

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

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

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

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

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

This guarantee is valid until the .....day of.....2023

Signature of Authorised Official with Seal

.....

Date.....2022

Address:.....

.....

**NOTE:**

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 15 months with further 1 year claim period month as per Clause 4.16 (Performance Security) of condition of contract.



**Annexure V**

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

Date:

**Sub: Certificate of Completion of Delivery and Installation of Software Licenses Supplied.**

**Ref:** Purchase Order No.

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

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

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

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

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

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

or

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

- (a)
- (b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

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

**Annexure VI**

**Service Level Agreement (SLA)**

**THIS AGREEMENT** made the .....day of.....,2022 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 RFQ.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:**

<b>1.</b>	<b>Scope of the Project</b>
	Supply of Cisco Collaboration Flex Plan 3.0 with 50 numbers of Webex Meeting Center Named User Subscription license for Video Conferencing for One Year
<b>2.</b>	<b>Scope of Work</b>
	<p>A. The successful bidder has to supply and support for Cisco Collaboration Flex Plan 3.0 with 50 numbers of Webex Meeting Center Named User Subscription license for Video Conferencing with mentioned components in this RFQ.</p> <p>B. Since the Bank is already utilizing the Cisco Webex services, the successful bidder has to implement the project on turnkey basis.</p> <p>C. The duration of subscription is one Year from the date of activation of the software license supplied.</p>
<b>3.</b>	<b>Payment Terms</b>
	<p><b>1. On Delivery:</b> Eighty (90) % of the price of the software license delivered will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative.</p> <p><b>2. On Installation/Commissioning and Acceptance:</b> Ten (10) % of the invoice price will be kept as retention amount and the same may be released on submission of Bank Guarantee of the equal amount valid till the end of Warranty Period + 90 Days.</p> <p><b>3. Note:</b> TDS, GST on TDS, LD &amp; penalty (if any) will be deducted from the payments, as applicable.</p>
<b>4.</b>	<b>Warranty</b>

	The warranty shall remain valid for 12 months from the date of activation of the software license supplied.	
<b>5.</b>	<b>SLA for Maintenance and Support</b>	
	During the term of the contract, the successful bidder will have to maintain the solution in perfect working order and condition. Penalty will be levied for non-adherence of Service level as below:	
	<b>S. No</b>	<b>Level of uptime per quarter for WebEx Solution</b>
		<b>Penalty Charges</b>
	1.	99.50% and Above
	2.	98.00% and above but below 99.5%
	3.	95.00% and above but below 98.00%
	4.	90.00% and above but below 95.00%
	5.	Below 90.00%
		NIL
		0.5% of Support Cost and Subscription for one year for the solution.
		1% of Support Cost and Subscription for one year for the solution.
		1.5% of Support Cost and Subscription for one year for the solution.
		2.0% of Support Cost and Subscription for one year for the solution.
<b>6.</b>	<b>Delays in The Supplier's Performance</b>	
	Delivery of the software license 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 software license and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.	
<b>7.</b>	<b>Jurisdiction</b>	
	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.	
<b>8.</b>	<b>Liquidated damages</b>	
	If the Supplier fails to deliver/install any or all of the software license or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract	
<b>9.</b>	<b>Performance Security</b>	
	<ol style="list-style-type: none"> <li>1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for <b>15 months</b> with further 6 Months claim period.</li> <li>2. The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.</li> </ol>	

	3. The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.
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The supplier will have to enter into a Non-Disclosure agreement (Annexure VII) 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) RFQ 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 .....

In the event of any conflict between the RFQ and this Agreement, the provisions contained in the RFQ 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 VII**

**Non-Disclosure Agreement (NDA)**

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

**AND**

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

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription License for Video Conferencing for One Year.

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

The parties have entered into agreement dated \_\_\_\_\_ for Supply & maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription License for Video Conferencing for One Year "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

**1. Confidential information**

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

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

## 2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

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

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

## 3. Exemptions

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

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

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

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

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

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

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

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

#### 4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

#### 5. Title and Proprietary rights

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

#### 6. Return of confidential information

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

#### 7. Remedies

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

#### 8. Entire agreement

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

## 9. Severability

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

## 11. Dispute resolution mechanism

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

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

## 12. Jurisdiction

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

## 13. Governing laws

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

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

**BANK**

.....

**M/s**

**Annexure VIII**

**Manufacturers' Authorization Form (MAF)**

No.

Dated

To

Dear Sir:

Quote Document 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 IFB (Invitation for Bid).

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 IFB (Invitation for Bid). We duly authorise 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.



CO: Information Technology Department,  
Indian Bank, Corporate Office, 254-260,  
Avvai Shanmugam Salai, Chennai -  
600014.

Ref: CO/ITD/PROC/167/R1/2022-23

Dated :25/04/2022

**Annexure IX**

**SELF DECLARATION – BLACKLISTING**

To

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

Dear Sir,

**Sub: Request for Quote (RFQ) for Supply & Maintenance of Cisco Collaboration Flex Plan 3.0 with 50 Webex Meeting Center Named User subscription license for Video Conferencing for One Year.**

**Ref: Your RFQ no. CO/ITD/PROC/167/R1/2022-23 Dated 25/04/2022.**

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 X**

**Checklist For Documents To Be Submitted By The Bidder**

Sr. No.	Criteria	Documents are to be submitted along with bid
1.	Bidder should be authorized partner of OEM for supply and support of Cisco Webex Solution in India.	Copy of MAF Certificate issued by the OEM in favour of bidder
2.	The solution quoted by the bidder should be as per Technical Compliance mentioned in RFQ.	Compliance to be given as per Part I and brochure to be attached.
3.	Final Commercial Bid	To be submitted as per Part-II.
4.	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
5.	Bid Security Declaration	To be submitted on Letter Head.
6.	All pages of the Bid document, Clarifications/Amendments , sealed and signed by the Authorized Signatory	Submitted/Not Submitted
7.	Power of Attorney (POA) or certified copy of Board Resolution of authorised signatory in favour of the person authorised for bid submission.	Submitted/Not Submitted
8.	Bid Form	To be submitted as per Annexure-I
9.	Self Declaration Blacklisting	To be submitted as per Annexure-IX