

Ref: CO/ITD/287/R1/2022-23

26/05/2022



### Request for Proposal

for

**Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.**

Date and time of Pre Bid Meeting	<b>03/06/2022 at 03:00 PM</b>
Last Date for receipt of bids	<b>17/06/2022 at 03:00 PM</b>
Date and time of opening Technical bids	<b>17/06/2022 at 03:30 PM</b>

**Indian Bank  
Information Technology Department  
Head Office,  
66, Rajaji Salai,  
Chennai - 600 001**



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**SCHEDULE**

1)	Tender Reference Number and Date	<b>CO/ITD/287/R1/2022-23 dated 26/05/2022</b>
2)	Last date for seeking clarifications/queries through email @  <a href="mailto:ajayprasanth.s@indianbank.co.in">ajayprasanth.s@indianbank.co.in</a> <a href="mailto:Mahendra.Koley@indianbank.co.in">Mahendra.Koley@indianbank.co.in</a> <a href="mailto:mohankumar.d@indianbank.co.in">mohankumar.d@indianbank.co.in</a> <a href="mailto:franklin.b@indianbank.co.in">franklin.b@indianbank.co.in</a> <a href="mailto:asis.sadhukhan@indianbank.co.in">asis.sadhukhan@indianbank.co.in</a> <a href="mailto:vinay.patil@indianbank.co.in">vinay.patil@indianbank.co.in</a>	<b>02/06/2022 by 3.00 PM</b>
3)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>17/06/2022 at 3.00 PM</b>  Address for physical submission:  <b>Chief Manager Indian Bank, Head Office, Information Technology Department, 2<sup>nd</sup>Floor,66, Rajaji Salai, Chennai - 600 001</b>  <b>URL for Online submission of bids</b> e-procurementportal: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
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 Functional & Technical Specifications.  g. Any other information sought by the Bank with relevant to this tender



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5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</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>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 &amp; 2</p>
6)	Date of opening of Technical (Part I) Bids	<p><b>17/06/2022 at 3.30 PM</b></p> <p>Technical Bids will be opened online through e-procurement portal: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a></p>
7)	Date of Online Reverse Auction (Part II)	Will be intimated to technically qualified bidder (via email) after technical evaluation of the bids submitted.
8)	Earnest Money Deposit/Bid Security	<p><b>Rs.3,00,000/-</b> (Rupees Three Lakh Only)</p> <p>Valid for 135 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of submission: Offline)</p> <p>MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.</p>
9)	RFP Cost	Non-refundable <b>Rs. 5,000/-</b> in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost



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		<p>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>
10)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a></p>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank> .

Information regarding RFP will also be available on CPP Portal <https://eprocure.gov.in/cppp/> and no 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: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.in/indianbank> 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.



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## SECTION – I

### REQUEST FOR PROPOSAL (RFP)

Indian Bank, a leading Public Sector Bank having its corporate Office in Chennai, invites e-tender for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, i.e. Technical Bid and Indicative Price Bid followed by an online reverse auction. Lowest Quoted (L1) price will be finalized through online reverse auction process.

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

Interested eligible bidders may submit their quotation for Providing Video Conferencing Solution, 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.



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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 or all quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups & MSEs (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, revision order no. DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. . P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020, clarification dated 04.03.2021 and all other notices and clarification related to Make in India Guideline.

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

- i. Definitions: For the purpose of this tender
  - a. '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.
  - b. 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.



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- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under this Order.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.
- e. '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.
- f. '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
  - 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'. **The RFP falls under this category.**
  - 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





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'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.

**The RFP falls under this category.**

- 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 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





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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.

**The RFP falls under this category.**

- 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.

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



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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:**

- 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 & MSEs (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).



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**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, 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



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"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 without assigning any reason therefor.



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- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (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 pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **03/06/2022 at 03:00PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **02/06/2022 by 03:00PM**:

[ajayprasanth.s@indianbank.co.in](mailto:ajayprasanth.s@indianbank.co.in)  
[Mahendra.Koley@indianbank.co.in](mailto:Mahendra.Koley@indianbank.co.in)  
[mohankumar.d@indianbank.co.in](mailto:mohankumar.d@indianbank.co.in)  
[franklin.b@indianbank.co.in](mailto:franklin.b@indianbank.co.in)  
[asis.sadhukhan@indianbank.co.in](mailto:asis.sadhukhan@indianbank.co.in)  
[vinay.patil@indianbank.co.in](mailto:vinay.patil@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. 5,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 9. Bidders have to ensure that cost of bid document i.e. Rs.5,000/- has already been remitted to the account as mentioned in Schedule 9, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

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

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 9)



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apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

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

The Bidder shall furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.3,00,000/-** (Rupees Three Lakh Only)





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

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder, whichever is earlier.

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

The bidder will forfeit the Bid Security

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

Or

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

Cost of Bid Document **Rs.5,000/- (Rupees Five Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in schedule 9.

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

## 7. 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 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.



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## 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.

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

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.

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

### ➤ 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.



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## 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.



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### SECTION-III

#### CONDITIONS OF CONTRACT

##### 1) Scope of the Project

Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

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

VC endpoints and display units should be delivered within five weeks from the date of Purchase order and installation to be completed within two weeks from the date of delivery or delivery and installation both should be completed within seven weeks from purchase order date.

Below mentioned are the proposed endpoints and display units to be purchased:

VC Equipment		Display Units	
To be supplied (Qty.)	To be taken under buyback (Qty.)	To be supplied (Qty.)	To be taken under buyback (Qty.)
26	12	26	12

Below are number of endpoints and display unit, which are to be taken as buy back:

**Make and model of the 12 nos. of VC endpoints and 12 nos. of Display Unit to be taken as buy back under as is where is condition.**

S.No.	Make and Model	No. of VC endpoints to be given under buyback
1	CISCOSX-20	12
2	Display Unit	12

##### 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.



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#### 4) Eligibility Criteria

1. Bidder should be a Registered public / private Company in India for a minimum period of 05 (five) years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.
2. The Bidder should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years (i.e. year 2019-20, 2020-21, 2021-22) as per the audited Financial Statements\*.
3. The Bidder should have an average Business Turnover of at least 2.50 Crore during last 3 Financial Years (i.e. 2019-20, 2020-21, 2021-22)\*.

\*If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited.

4. The bidder should have supplied at least 55 VC units of offered model or similar class/ model to any Scheduled Commercial Bank/PSU/Financial Institution/Govt. Departments during last three financial years (i.e. 2019-20, 2020-21, 2021-22) put together.
5. If Bidder is not OEM, the bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VI (Manufacturer's Authorization Form). OEM and its authorized supplier cannot bid simultaneously for the same item/product.
6. The Bidder & OEM should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission.
7. The Bidder/OEM should have their Own Office /Service support Centre in at least 8 locations out of **Allahabad, Bengaluru, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Delhi, Guwahati, Hyderabad, Kolkata, Lucknow, Meerut, Mumbai and Patna**. Name and mobile number of service representative/ Postal address of Own Office /Service Center along with proof of address should be provided with the bid.
8. The Bidder should submit Declaration that the service will be provided within 48 hours.



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9. The OEM should have support center in India (Address proof to be provided).
10. Bidder and OEM must have Online portal and email facilities for lodging & tracking of complaints.
11. The Items/Solution proposed should not be due for declaration of 'End of Sale' within 1 year of last date of submission of Bid. Further proposed Items should not be due to reach 'End of Software Support (EoSS)/End Of Life (EoL)' during the entire duration of the contract.

**Note:** The last date of submission of bids will be considered as the Cut-off date for evaluating the aforesaid eligibility criteria/clauses, wherever, date is not explicitly specified.

#### 5) Payment Terms

**On Delivery:** Eighty (80) % of the price of the equipment delivered at the respective location mentioned in Purchase order will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

**On Installation:** Twenty (20) % of the price of the equipment delivered & installed at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.

TDS, GST on TDS, LD, Buyback amount will be deducted from the payment, as applicable.

#### Subsequent AMC Payment

Subsequent AMC Payment for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> years will be made annually in advance on submission of Invoice and documentary proof for renewal from OEM, Preventive Maintenance Report of the preceding year duly authenticated by Bank's representative and Escalation Matrix.

The payment will be released subject to deductions on account of penalty, if any.

#### 6) Scope of Work

The scope of work will broadly cover the following. If there is a gap between the Bank's requirements and the OEM warranty/ AMC then it will be the responsibility of Bidder to fill the gap.



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- a. The successful Bidder shall supply, install, commission and maintain VC endpoints and Display units including provision of all necessary hardware and relevant spares at administrative offices by taking old VC endpoints under buyback.
- b. Establishing video conferencing facility through the existing Polycom RMX 2000 MCU, available at central site of the Bank.
- c. It will be the responsibility of the Bidder to perform all checks on wiring for trouble-free operation of the equipment.
- d. Place of Delivery and Installation of VC endpoints and Display units will be informed to the supplier in Purchase Order.
- e. Training the Bank personnel at all the supplied locations on the operations of the equipment and communication links and also about the troubleshooting methods.
- f. The bidder shall have to specify the make and model along with the submission of their datasheets of the equipment being proposed in the bid document.
- g. If during the contract period it is found that one or more features specified in this RFP is/are not supported, the successful bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the successful bidder in the interest of the Bank.
- h. The quoted model to be certified by Indian Bank before evaluation of technical bid. The VC Endpoint quoted in the bid should be given to Bank for PoC on or before Technical Evaluation of the bid. Bidder should extend full support for PoC by deputing knowledgeable resources to make the PoC successful. All the charges in this regard should be borne by the bidder.**

**All the bidders have to submit the proof of successful PoC duly signed by Bank representative. Only the bids of those bidders will be considered for further evaluation for which PoC is successful.**

- i. Successful bidder has to submit escalation matrix on quarterly basis or whenever any change in escalation matrix, whichever is earlier in the said document.
- j. Successful bidder shall inform Bank about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. All product updates, upgrades, patches and their implementation shall be provided by the bidder free of cost during entire duration of the contract.
- k. Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and also provide the necessary assistance during the periodical IS Audits / others Audits /VAPT carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.





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- I. It will be the responsibility of the successful bidder to affix the Asset tags on each equipment being supplied to Bank and share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the equipment would be mutually decided by the Bank and the successful bidder.

## 7) SLA

- The Vendor shall have to enter into a Service level agreement (Annexure-VII) for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.
- Any issue arising in VC endpoints or in display units has to be resolved by the bidder within 48 hours (from Monday to Saturday between 8:00 AM to 8:00 PM) from the time the call has been logged with bidder / email send by Bank to the bidder. The penalty applicable for every 24 hours of downtime of VC endpoints or in display units (beyond 48 hours) is 0.5% of the cost of a VC endpoints or in display units deployed at the location.
- Service call will be intimated by the Bank via phone / email.
- If the issue VC endpoints or in display units is not resolved within 48 hrs, then the same has to be replaced by the bidder at no additional cost. If vendor unable to replace the faulty equipment within 48 hrs by new equipment, it is vendor responsibility to provide stand by equipment with same facility within 48 hrs and submit declaration with specific time to provide new equipment.
- The penalty will be deducted from the AMC charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.
- Maximum SLA Penalty during the Contract Period will be 10% of the Contract Price, after which bank may choose to terminate the contract with the vendor.

## 8) Warranty/AMC

- a) The unit rate quoted by the bidder should include 3 years Onsite Comprehensive Warranty for VC endpoints and Display units from the date of installation and Onsite Comprehensive AMC for VC endpoints and Display units for a period of 3 years thereafter.
- b) The successful Bidder shall align onsite engineer to visit the supplied location if any issue arises in VC endpoints or in Display Units
- c) The supplier must rectify the service call within 48 hours duration from the intimation of the fault. Call should be attended on Monday to Saturday between 8:00 AM to 8:00 PM basis during warranty and AMC period.
- d) If any critical component of the entire configuration is out of service for more than 48 hours, the Supplier shall either immediately replace the defective unit or repair



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it at their own cost. Back up component/device should be provided to the bank during the repair/replacement period.

- e) Annual maintenance services (AMC) include version upgradations, patches, bug fixing, and, compliance of irregularities pointed by Internal/External Auditors etc.
- f) The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the successful bidder during the period of warranty/AMC.
- g) Supplier has to carry out onsite Preventive Maintenance once in each quarter during warranty and AMC period.
- h) Bidder shall ensure that all supplies (Solutions, Hardware and Software) must not be 'End of Life (EoL)' and 'End-of-Software Support (EoSS)' for the entire duration of the contract. In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the OEM on OEM's Letterhead confirming
  - (a) OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and
  - (b) The equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment with equivalent or higher specifications (working in Bank's environment) which will not reach EoL/EoSS for the remaining duration of the contract, at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the already supplied equipment.
- i) Successful bidder shall ensure necessary changes or modifications announced by RBI/IDRBT any regulatory authority or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying RBI /IDRBT other statutory authority guidelines.
- j) Successful bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.

## 9) 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.



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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.

#### **10) Place of Delivery**

Place of Delivery and Installation of VC endpoints and Display units will be informed to the supplier in Purchase Order.

#### **11) 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.

#### **12) Jurisdiction**

Any or all dispute arising out of this order shall be under the exclusive jurisdiction of Courts of Law/Tribunal in Chennai.

#### **13) 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



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deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

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

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

#### 14) Performance Security

- a. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 75 months with further one-year 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.

#### 15) Negotiation

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

#### 16) Limitation of Liability

Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time,



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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 competent court/Tribunal against bank or included in a settlement approved by vendor.

### **17) Indemnity Clause**

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

### **18) Disclaimer**

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

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



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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.

### **19) Patent Rights**

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

### **20) IT Act 2000**

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

### **21) Intellectual Property Rights**

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

### **22) Acceptance of Purchase Order**

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

### **23) Signing of Contract Form and NDA**

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III) and Non-Disclosure Agreement (Annexure-VIII) and return it to the Bank.

### **24) Settlement of Disputes**

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





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

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

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

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

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

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

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

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

(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.





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(f) Notwithstanding any reference to arbitration herein,

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

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

## 25) Right to Alter Quantities

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 25% of original quantity as mentioned in original purchase order.

## 26) Applicable Law

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

## 27) Authorization Letter from OEM

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

## 28) Coverage of All Banks Under the EPF & MP Act 1952

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

## 29) Exit Requirements

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



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

### 30) Termination for Convenience

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

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

### 31) Termination for Default

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

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;  
or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

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

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



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

### 32) Force Majeure

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

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

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

### 33) Confidentiality

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

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



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### 34) 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.

### 35) 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.

### 36) Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

### 37) Inspections and Tests

The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser

### 38) 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



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- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Three Years onsite warranty with Monday to Saturday between 8:00 AM to 8:00 PM Support with 99% Uptime on Quarterly basis for the hardware.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24\*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished.
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- The laying of rack cable dressing and labelling should be done neatly without any financial implications.
- Detailed documentation of installation and solution has to be provided after successful installation.
- All cables and accessories to implement connectivity between equipments to be provided.
- Performance issues to be solved by the supplier without any additional cost to the bank.



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## SECTION-IV

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

#### **1. GENERAL**

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

#### **2. INSTRUCTIONS**

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

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





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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.



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**Support Desk Contact Details**

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499, 89519 44383  
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.



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

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before 17/06/2022, 03.00 PM to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as **"Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option"** and the words 'DO NOT OPEN BEFORE (17/06/2022 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.



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**SECTION-V**

**PART I - Functional and Technical Requirements**

Date:

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

Dear Sir,

Sub: Request for Proposal for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

Ref: RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022.

\*\*\*\*\*

Referring to your above Request for Quote (RFP), we submit the compliance details of the specifications given below:

VC Equipment		Display Units	
To be supplied (Qty.)	To be taken under buyback (Qty.)	To be supplied (Qty.)	To be taken under buyback (Qty.)
26	12	26	12

**12 nos. of VC endpoints and 12 nos. of display units to be taken as buy back under as is where is condition.**

Details of the delivery locations of new VC endpoints, and location details of buyback VC endpoints and display units are furnished in the **Annexure X**.

**Technical Specification**

**1. Technical Specifications of VC endpoint**

**Make:**

**Model:**

The proposed system must support PAL with a PTZ /P60 camera. The codec must be based on ITU standards The VC End Point should be a codec-based hardware. No software-based solution is accepted here. All components of the VC system like Codec, Camera, Microphone and Touch Control should be from the same OEM.



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Sr. No	Description	Specification Parameter	Complied (Yes / No)	OEM Reference
1	Package	4K camera, Min 30fps from 2048kbps, codec, Microphone Array, cables, and Touch Control		
2	Video Standards and Resolutions	It should support H.323, SIP standards for communications.		
3		It should support H.264, H.265		
		It should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps		
4	Video Features	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.		
		Should support H.239 and BFCP protocols		
		<ul style="list-style-type: none"> <li>The system must have the ability to pair with laptop for sending content without any wires to the VC system.</li> <li>The system must support content sharing through wired mode as well using HDMI cable while connecting PC/Laptop.</li> <li>It should also support video &amp; audio from PC/Laptop used for content sharing for both wired and wireless mode.</li> </ul>		
		It should transmit both people and content simultaneously to the far end location at 1080p 30fps.		
		In case the above feature is not available natively, then additional components (without any additional cost of bank) can be provided to achieve this.		
5	Video Input	Should have at least 1 x HDMI inputs to connect Full HD cameras.		
		Must have 2 additional HDMI or equivalent inputs to connect two laptops/PC/Camera for presentations supporting up to 4K30fps Resolution including 1080p60fps.		
		Should support the ability to view and share presentations at a resolution of 1080p30fps.		

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		<ul style="list-style-type: none"> <li>The system must have the ability to pair with laptop for sending content without any wires to the VC system</li> <li>The system must support content sharing through wired mode as well using PC/Laptop.</li> <li>It should also support video &amp; audio from PC used for content sharing for both wired and wireless mode.</li> </ul>		
6	Video Output	Should have at least 2 no.'s of HDMI output to connect Full High-Definition display devices such as plasma and projectors for both Video and Content.(Dual Monitor Support). The codec should support up to 4K60fps resolution		
		When not in a VC call, it should be possible to view presentation from two laptops on each of the screen so that users can collaborate.		
7	Audio standards supported	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD standard must be supported..		
8	Other Desirable Audio features	Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization		
9	Audio Inputs	<ul style="list-style-type: none"> <li>Should support 3 Microphone inputs to connect 3 microphones. 3 Mics should be provided from day one.</li> <li>Microphone should be placed on table top with mute/unmute &amp; on/off indication.</li> </ul>		
		The pick-up of the microphones should be at least 10 feet from the microphone.		
		Echo Cancellation for every input must be available.		
10	Audio Outputs	Should support audio output		
11	Network Interfaces	1 LAN /Ethernet--10/100/1000 Mbps full duplex Min. 1 X USB 1 X RS-232 Mini-DIN 8-Pin or equivalent		
12	Bandwidth	H323/SIP up to 6 Mbps point-to-point.		
13	Network Capabilities	Packet Loss Based Down speeding		



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14	H.323/ IP Features	QoS--DiffServ		
		IP adaptive bandwidth management (including flow control)		
		Auto Gatekeeper discovery		
		Auto Network Address Translation( NAT) support		
		Standards based- Packet Loss Recovery feature		
		System should support IPv4 and IPv6 from day one.		
		Should support URL Dialling		
		Support for H.245 DTMF tones in H.323		
15	Menu Control	Password protected system menu		
16	Encryption of video call	ITU-T standards-based Encryption of the video call		
		Call should be encrypted end-to-end on IP		
		Should support Standards-based: H.235 v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)		
		Ability to manually turn encryption ON/ OFF should be there.		
		Automatic key generation and exchange		
17	Management	System Management using HTTPS and SSH		
18	Camera	Minimum of 15x optical zoom		
		1920 x 1080 pixels progressive @ 60fps		
		Each camera should have minimum +20°/-20° tilt, +/- 90° pan		
		The Camera and codec should be from the same manufacturer.		
		Should have at least 70 degrees static field of view.		
19	Directory services	Should support Local and Global directories		
		Should support LDAP and H.350 protocols for directory transfer.		
20	User Interface	In order to provide a good user experience, the unit must be equipped with an intuitive Touch Screen/Panel for controlling the VC unit.		



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		Must have ability to browse the directory, search a contact, change layouts, mute/ unmute, increase-decrease volume, video on/off.		
		The user should have the ability to select between two presentation sources such as a fixed PC and a laptop from the user interface. Users should also have the ability to share presentation wired/wirelessly.		
		Must have the capability to integrate with external control systems to control Blinds, Lights, air conditioning using the API's . The User interface must have the necessary icons for controlling the external devices		
21	Inclusions	System should be supplied with 3 Nos of HDMI Cables (Minimum 5 meters from same OEM) for connecting displays, Camera Mounting Bracket and content sharing.		

## 2. Technical Specifications of Display units

Make:

Model:

SL NO	Technical Specification		Complied (Yes/No)	OEM Datasheet Reference
	<b>Panel</b>			
1	Type	A+ Grade Panel by any reputed brand		
2	Diagonal Size	65 Inch		
3	Type	LED		
4	Resolution	3840*2160 (4K UHD)		
5	Brightness(Typ.)	350 nit or above		
6	Contrast Ratio	1000:1		
	<b>Sound</b>			
7	Speaker Type	Built in Speaker (10W + 10W)		
	<b>Input</b>			
8	Video	HDMI 2.0 (2)		
9	HDCP	HDCP 2.2		
10	Audio	Stereo Mini Jack /HDMI/Audio (Common)		
11	USB	USB 2.0 x 2		
	<b>Output</b>			
12	Audio	Stereo Mini Jack		
13	<b>External Control</b>	RS232C(in), RJ45		
14	<b>External Sensor</b>	IR		



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	<b>Power</b>			
15	Power Supply	AC 100 - 240 V~ (+/- 10 %), 50/60 Hz		
	<b>Internal Player</b>			
16	Processor	1.7GHz Quad-Core CPU or higher		
17	On-Chip Cache Memory	512 KB above		
18	Clock Speed	1.1GHz or higher		
19	Main Memory Interface	2 GB DDR4 1.5GHz 64bit or higher		
20	Graphics	Graphic resolution: 1920x1080 Output resolution: 3840x2160 (Scale up from graphic processing result.)		
21	Storage (FDM)	7.5 GB or above (min. 3.50 GB Free space)		
22	IO Ports	USB 2.0		

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

List of Deviations:

- 1)
- 2)

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

We agree to terms and conditions of this tender.

**For**

Office Seal

**(Authorised Signatory)**

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:



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**PART - II**

**Commercial Bid (To be submitted after online reverse auction)**

Date:

The Assistant General Manager  
Information Technology Department  
Indian Bank, Head Office,  
66, Rajaji Salai,  
Chennai - 600 001

**Dear Sir,**

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

**Ref: RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022**

Referring to your above letter calling for quotations, we submit here under confirming the price bid for goods, as per the specifications given in Part – I with break up details

**Table I (Price of Equipments and Buyback amount):**

S. No.	Item Description	Qty. A	Unit Price (Rs.) # B	Total Price (Rs.) # C = (A*B)
1.	Videoconferencing Endpoint Equipment	26		
2.	65" TV	26		
3.	Total of S.No. 1 & 2			
4.	Less:Buyback of old VC Equipments(As is where is basis)	12		
5.	Less:Buyback of old Display units (As is where is basis)	12		
6.	Total of S.No. 4 & 5			
7.	<b>Total (3-6)</b>			



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**Table II (ANNUAL MAINTENANCE CHARGES AFTER WARRANTY PERIOD):**

S. No.	Item Description	Qty	Annual Maintenance Charges for 4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> year in Rupees.				
			4 <sup>th</sup> year AMC unit Price (b)	5 <sup>th</sup> year AMC unit price (c )	6 <sup>th</sup> year AMC unit price (d)	4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> year total	
		(a)				Unit price (e= b+c+d)	Total AMC (a*e)
1.	Videoconferencing Endpoint Equipment	26					
2.	65" TV	26					
3.	Total of S.No. 1 & 2						

### III. SUMMARY

S. No.	Description	Amount in Rupees. #
1	Total Cost of Equipments with 3 years warranty after deducting buyback amount (As per Table I)	
2	Total AMC Charges for 4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> year for Equipments (As per Table II)	
	Grand Total (Total of S.No.1 and 2)	

**GRAND TOTAL PRICE IN WORDS:** \_\_\_\_\_

**(in Rs.)**

# Price is inclusive of duties, levies, freight, insurance, delivery, installation charges and Labour charges, 3 years Warranty for goods, 3 years AMC for goods, but exclusive of taxes only. TDS if any, will be deducted from the payment. The Warranty period is for 3 years from the date of Installation.

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

Signature of the Vendor



Ref: CO/ITD/287/R1/2022-23

26/05/2022

(Authorized Signatory)

Company Seal:  
Name:  
Date:  
Designation:  
Mobile No:  
e-mail id:  
Company Name:  
Business Address:  
Telephone No:



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26/05/2022

**ANNEXURE-I**

**BID FORM**

(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, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option

**Ref: RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022.**

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.



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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

Signature .....

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

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

.....

Mobile:

Email





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**Annexure-II**

**SELF DECLARATION – BLACKLISTING**

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

Dear Sir,

**Sub:** Request for Proposal for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

**Ref:** RFP No.CO/ITD/287/R1/2022-23 dated 26.05.2022.

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

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**Name:**



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**Annexure-III**

**CONTACT FORM**

**THIS AGREEMENT** made the .....day of.....2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "Bank/the Purchaser")(which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the one part and ..... (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "Supplier/Bidder/Service Provider/Vendor") (which expression shall unless repugnant to the context herein shall mean and include its successors in business and assigns) of the other part:

**WHEREAS** the Purchaser invited bids vide RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022 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 Commercial submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical & Functional Specifications;
  - (d) the Conditions of Contract;
  - (e) the Purchaser's Notification of Award/Purchase Order.
  - (f) the RFP including Addendum/s & corrigendum/s
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.



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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:.....



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**Annexure-IV**  
**Performance Security Format**

Bank Guarantee No. \_\_\_\_\_

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

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

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order Ref.  
No.....dated.....to.....(Descrip  
tion 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.....2022

Signature of Authorized Official with Seal

.....

Date.....2022

Address: .....

NOTE:



**Ref: CO/ITD/287/R1/2022-23**

**26/05/2022**

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.



Ref: CO/ITD/287/R1/2022-23

26/05/2022

**Annexure-V**  
**BID SECURITY FORM**

Bank Guarantee No. \_\_\_\_\_

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

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

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option (*name and/or description of the goods& services*) against Bank's RFP Ref. No. CO/ITD/287/R1/2022-23 dated 26.05.2022 (*Hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that We..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*)(*hereinafter called "the Bank"*), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified in the RFP; or
- (b) does not accept the correction of errors in accordance with the RFP terms; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

- (a) fails or refuses to execute the Contract Form/NDA;  
or
- (b) fails or refuses to furnish the performance security, in accordance with the RFP terms.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



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**26/05/2022**

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity (i.e. 135 days from last date of bid submission) and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:**

1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.





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**Annexure - VI**

**MANUFACTURERS' AUTHORIZATION FORM**

Ref. No.

Dated

To

**Sub:** MAF for RFP for Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.

(RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022)

Dear Sir,

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

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

Yours faithfully,

(Name)

(Name of Manufacturer)

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



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**Annexure-VII**

**SERVICE LEVEL AGREEMENT**

**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 600014 (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 **CO/ITD/287/R1/2022-23 dated 26.05.2022** 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 solution 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**

Supply, Installation, Commissioning and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option.



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## 2. Delivery Schedule and Deliverables from the Bidders

VC endpoints and display units should be delivered within five weeks from the date of Purchase order and installation to be completed within two weeks from the date of delivery or delivery and installation both should be completed within seven weeks from purchase order date.

Below mentioned are the proposed endpoints and display units to be purchased and shifted

VC Equipment		Display Units	
To be supplied (Qty.)	To be taken under buyback (Qty.)	To be supplied (Qty.)	To be taken under buyback (Qty.)
26	12	26	12

\* - Touch interactive display units

Below are number of endpoints and display units, which are to be taken as buy back **as is where condition is**.

S.No.	Make and Model	Quantity to be given under buyback
1	CISCO SX-20	12
2	Display Unit	12

## 3. Scope of Work

The scope of work will broadly cover the following. If there is a gap between the Bank's requirements and the OEM then it will be the responsibility of Bidder to fill the gap.

- The successful Bidder shall supply, install, commission and maintain VC endpoints and Display units including provision of all necessary hardware and relevant spares at administrative offices by taking old VC endpoints and display units under buyback.
- Establishing video conferencing facility through the existing Polycom RMX 2000 MCU, available at central site of the Bank.



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- c. Decommissioning and Shifting of VC endpoints and or display units from our one administrative office to other administrative office.
- d. It will be the responsibility of the Bidder to perform all checks on wiring for trouble-free operation of the equipment.
- e. Place of Delivery and Installation of VC endpoints and Display units will be informed to the supplier in Purchase Order.
- f. Training the Bank personnel at all the supplied locations on the operations of the equipment and communication links and also about the troubleshooting methods.
- g. The bidder shall have to specify the make and model along with the submission of their datasheets of the equipment being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP.
- h. The quoted model to be certified by Indian Bank before evaluation of technical bid. The VC Endpoint quoted in the bid should be given to Bank for PoC on or before Technical Evaluation of the bid. Bidder should extend full support for PoC by deputing knowledgeable resources to make the PoC successful. All the charges in this regard should be borne by the bidder.**

**All the bidders have to submit the proof of successful PoC duly signed by Bank representative. Only the bids of those bidders will be considered for further evaluation for which PoC is successful.**

- i. If during the contract period it is found that one or more features specified in this RFP is/are not supported, the successful bidder has to replace earlier supplied device with a device meeting all the specifications of the RFP. The Bank also reserves the right to initiate suitable action against the successful bidder in the interest of the Bank.
- j. Successful bidder has to submit Support Escalation Matrix on quarterly basis or whenever any change in escalation matrix, whichever is earlier in the said document.
- k. Successful bidder shall inform Bank about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. All product updates, upgrades, patches and their implementation shall be provided by the bidder free of cost during entire duration of the contract.
- l. Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and also provide the necessary assistance during the periodical IS Audits / others Audits /VAPT carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.



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- m. It will be the responsibility of the successful bidder to affix the Asset tags on each equipment being supplied to Bank and share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the equipment would be mutually decided by the Bank and the successful bidder.

#### 4. Payment Terms

**On Delivery:** Eighty (80) % of the price of the equipment delivered at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

**On Installation:** Twenty (20)% of the price of the equipment delivered & installed at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.

TDS, TDS on GST, LD, Buyback amount will be deducted for the payment, if applicable.

#### Subsequent AMC Payment

Subsequent AMC Payment for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> years will be made annually in advance on submission of Invoice, documentary proof for renewal form OEM, Escalation Matrix and Preventive Maintenance (PM) report of the previous year duly authenticated by Bank's representative.

The payment will be released subject to deductions on account of penalty, if any.

#### 5. Service Level Agreement (SLA)

- The Vendor shall have to enter into a Service level agreement (Annexure-VII) for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.
- Any issue arising in VC endpoints or in display units has to be resolved by the bidder within 48 hours (from Monday to Saturday between 8:00 AM to 8:00 PM) from the time the call has been logged with bidder / email send by Bank to the bidder. The penalty applicable for every 24 hours of downtime of VC endpoints or in display units (beyond 48 hours) is 0.5% of the cost of a VC endpoints or in display units deployed at the location.
- Service call will be intimated by the Bank via phone / email.
- If the issue VC endpoints or in display units is not resolved within 48 hrs, then the same has to be replaced by the bidder at no additional cost. If vendor unable to replace the faulty equipment within 48 hrs by new equipment, it is vendor responsibility to provide stand by equipment with same facility within 48 hrs and submit declaration with specific time to provide new equipment.



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- e. The penalty will be deducted from the AMC charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.
- f. Maximum SLA Penalty during the Contract Period will be 10% of the Contract Price, after which bank may choose to terminate the contract with the vendor.

## 6. Warranty/AMC

- a) The unit rate quoted by the bidder should include 3 years Onsite Comprehensive Warranty for VC endpoints and Display units from the date of installation and Onsite Comprehensive AMC for VC endpoints and Display units for a period of 3 years thereafter.
- b) The supplier must rectify the service call within 48 hours duration from the intimation of the fault. Call should be attended on Monday to Saturday between 8:00 AM to 8:00 PM basis during warranty and AMC period.
- c) If any critical component of the entire configuration is out of service for more than twenty-four hours, the Supplier shall either immediately replace the defective unit or repair it at their own cost. Back up component/device should be provided to the bank during the repair/replacement period.
- d) Annual maintenance services (AMC) include version upgradations, patches, bug fixing, and, compliance of irregularities pointed by Internal/External Auditors etc.
- e) The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the successful bidder during the period of warranty/AMC.
- f) Bidder shall ensure that all supplies (Solutions, Hardware and Software) must not be 'End of Life (EoL)' and 'End-of-Software Support (EoSS)' for the entire duration of the contract. In case the OEM has not declared the EoL/EoSS dates for the equipment proposed by the bidder, the bidder has to submit along with the bids a letter of undertaking from the OEM on OEM's Letterhead confirming
  - I. OEM has not declared the EoL/EoSS dates for the equipment under reference as on the date of issue of the letter (which shall be on or after the floating date of the RFP), and
  - II. The equipment shall not be EoL/EoSS for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment with equivalent or higher specifications (working in Bank's environment) which will not



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reach EoL/EoSS for the remaining duration of the contract, at no extra cost to the Bank. This replacement must be completed 6 months prior to the date of EoL/EoSS of the already supplied equipments.

- g) Successful bidder shall ensure necessary changes or modifications announced by RBI/IDRBT any regulatory authority or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying RBI /IDRBT other statutory authority guidelines.

Successful bidder shall provide required help during VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.

## 7. 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 until 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.

## 8. Place of Delivery

Place of Delivery and Installation of VC endpoints and Display units will be informed to the supplier in Purchase Order.

## 9. 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





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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.

#### 10. Jurisdiction

Any or all dispute arising out of this order shall be under the exclusive jurisdiction of Courts of Law/Tribunal in Chennai.

#### 11. Liquidated Damages

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

#### 12. Negotiation

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

#### 13. Limitation of Liability

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose of 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 competent court/Tribunal against bank or included in a settlement approved by vendor.

#### 14. 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



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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.

#### **15.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.

#### **16.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.

#### **17.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.

#### **18. 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.

#### **19.Settlement of Disputes**

d. 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.

e. 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



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matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

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

(h) Notwithstanding any reference to arbitration herein,



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- c. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - d. 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.

## 20.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 25% of original quantity as mentioned in original purchase order

## 21.Applicable Law

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

## 22.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.

## 23.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.

## 24.Termination for Convenience

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



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The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect:

- c. to have any portion completed and delivered at the Contract terms and prices; and / or
- d. 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.

## 25.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:

- d.if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;  
or
- e.if the Supplier fails to perform any other obligation(s) under the Contract.
- f. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'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.



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## 26. 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.

## 27. 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 (As per the format mentioned in RFP) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

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

- RFP No.CO/ITD/287/R1/2022-23 dated 26.05.2022 for.....
- The Bid Form and the price schedule submitted by the Bidder
- The Purchaser's notification of award ref. no. ....



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d) Contract form signed for the RFP

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:.....





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**Annexure-VIII**  
**NON DISCLOSURE AGREEMENT**

**(RFP ref. no. CO/ITD/287/R1/2022-23 dated 26.05.2022)**

**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 – 600014, 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 requires services for Video Conferencing Solution

M/s..... Limited has been engaged in the business of providing the services for Video Conferencing Solution.

The parties have entered into agreement dated \_\_\_\_\_ for providing the services for Video Conferencing Solution (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





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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 therefrom, 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



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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



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for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

#### 8. Entire agreement

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

#### 9. Severability

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

#### 10. Dispute resolution mechanism

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

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 or all dispute arising out of this order shall be under the exclusive jurisdiction of Courts of Law/Tribunal in Chennai.

#### 12. Governing laws

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

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

**BANK** .....

**M/s** .....



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**ANNEXURE –IX  
DECLARATION FOR MSE BENEFITS**

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

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

**Sub:** Proposal for Supply, Installation and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option

**Ref:** RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022 floated for Supply, Installation and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option. 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
- b) Exception to MSEs from payment of EMD/Bid Security

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



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**Annexure -X**

**VC Equipment & Display Unit to be delivered**

Sl. No	Zonal Office	Delivery of New Devices		Buyback of Old Devices	
		VC Equipment	Display Unit	VC Equipment	Display Unit
1	BAHRAICH	1	1	-	-
2	BEHALA	1	1	-	-
3	BERHAMPORE	1	1	-	-
4	CUTTACK	1	1	-	-
5	GURGAON	1	1	-	-
6	JALANDHAR	1	1	-	-
7	JHANSI	1	1	-	-
8	MYSORE	1	1	-	-
9	NAGAPATTINAM	1	1	-	-
10	RAJAHMUNDRY	1	1	-	-
11	RAJKOT	1	1	-	-
12	TIRUPPUR	1	1	-	-
13	ZO KRISHNAGIRI	1	1	1	1
14	ZO TIRUPATI	1	1	1	1
15	ZO TIRUNELVELI	1	1	1	1
16	ZO GUWAHATI	1	1	1	1
17	ZO CUDDALORE	1	1	1	1
18	ZO KUMBAKONAM	1	1	1	1
19	ZO SALEM	1	1	1	1
20	ZO KANCHEEPURAM	1	1	1	1
21	ZO VELLORE	1	1	1	1
22	ZO HUBLI	1	1	1	1
23	Zo Bhubaneswar	1	1	1	1
24	CORPORATE OFFICE	1	1	1	1
25	HEAD OFFICE	2	1	-	-
26	LARGE CORPORATE BRANCH CHANDIGARH	-	1	-	-
TOTAL		26	26	12	12

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**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  
LETTER HEAD)**

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 and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option

Ref: Your RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>>&<< name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. *[Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]*

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



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**ANNEXURE-XII**

**INSTALLATION CERTIFICATE FOR ISSUE BY THE BRANCH AFTER SUCCESSFUL  
INSTALLATION OF ENTERPRISE DOCUMENT MANAGEMENT SYSTEM**

Date:

Sub: Certificate of installation of video conferencing equipment and display

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) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the Solution: video conferencing equipment and display units  
(c) Quantity \_\_\_\_\_  
(d) Date of delivery \_\_\_\_\_  
(e) Date of installation and proving test \_\_\_\_\_
2. Details of accessories/spares not yet supplied:
3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

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

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



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**ANNEXURE-XIII**

**Certificate of Local Content as per Make in India Guidelines (For Individual Components)**

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 and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option

Ref: Your RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022

This is to certify that proposed \_\_\_\_\_ **<product details>** by M/s ..... 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 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any), referred to hereinabove.

For

Signature of authorised signatory  
Name and Designation:  
Seal:





Ref: CO/ITD/287/R1/2022-23

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**ANNEXURE-XIV**

**Certificate of Local Content as per Make in India Guidelines (For Complete Solution)**

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 and Maintenance of video conferencing equipment and display units with 3 years warranty and 3 years AMC for the administrative offices under buyback option

Ref: Your RFP No. CO/ITD/287/R1/2022-23 dated 26.05.2022

This is to certify that the complete proposed solution 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 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any), referred to hereinabove.

For

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



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CHECK LIST		
S.No	Criteria	Documents to be submitted as proof
1.	Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC
2	If Bidder is not OEM, the bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VI	Manufacturer's Authorization Form (MAF) to be submitted
3	The Bidder should be having net profit in each of the three financial years (2019-20, 2020-21, 2021-22).	Copy of Audited Balance Sheet and Profit/ Loss statement.
4	The annual turnover of the bidder should be more than Rs. 2.50 crores during each of last three financial years. (2019-20, 2020-21, 2021-22)	Copy of Audited Balance Sheet and Profit/ Loss statement.
5	The bidder should have supplied at least 55 VC units of offered model or similar class/ model to any Scheduled Commercial Bank/PSU/Financial Institution/Govt. Departments during last three financial years (i.e. 2019-20, 2020-21, 2021-22) put together	Copy of Purchase Orders and satisfactory credential letters issued by the organizations.
7	The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission	Self-Declaration as per the format given in Annexure-II should be attached.
8	The Bidder/OEM should have their Own Office /Service support Centre in at least 8 locations out of Allahabad, Bengaluru, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Delhi, Guwahati, Hyderabad, Kolkata, Lucknow, Meerut, Mumbai and Patna. Name and mobile number of service representative/ Postal address of Own Office /Service Center along with proof of address should be provided with the bid.	Copy of latest telephone bill / electricity bill / rental agreement etc. as proof of address.
9	The Bidder should submit Declaration that the service will be provided within 48	Self-Declaration that the service will be provided within 48 hours.



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	hours.	
10	The OEM should have support centre in India (Address proof to be provided).	Address Proof
11	The Items/Solution proposed should not be due for declaration of 'End of Sale' within 1 year of last date of submission of Bid. Further proposed Items should not be due to reach 'End of Software Support (EoSS)/End Of Life (EoL)' during the entire duration of the contract.	Letter of undertaking issued by the OEM
12	Technical Compliance	Compliance to be given as per PART- I and brochure to be attached. Letter issued by the OEMs confirming 3 years Warranty should be submitted. (Ba catalogue should be enclosed).
13	Bid Form	Bidders have to submit Bid Form as per Annexure-I.
14	Bid Security Form (Bank Guarantee Only)	Bid Security of Rs.3,00,000/- as per Annexure-V.
15	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
16	Indicative Commercial Bid	Indicative Commercial Bid to be submitted as per Part-II
17	Declaration regarding MSE Benefits (If Applicable)	Declaration to be submitted as per Annexure-X
18	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XI
19	Certificate Regarding Local Content	To be submitted as per Annexure-XIII and Annexure-XIV
20	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder.
21	A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid	POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with technical bid

