



BID DOCUMENT

FOR

Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site.

Ref: CO:ITD:PROC:1474/R1:2018-19 Date:18/02/2019

Last Date for Submission of Bid: 08.03.2019 (03.00 PM)

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



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Sub: Request for Quotation for Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site.

Indian Bank invites sealed quotations for Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site. Part-I of the quotation will consist of technical details and Part-II will be through online reverse auction process.

Interested bidders may submit their quotation for Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site as specified in Part-I as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

I. PROCEDURE FOR SUBMISSION OF QUOTATION

- 1) Part I contains compliance details of the specifications given in **Annexure-I** for which quotation is called for. Part I enclosed to this letter should be filled and kept in a separate envelope marked **"for Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site - Due on 08/03/2019 at 15.00 Hours"**. No column shall be left blank or altered.
- 2) Part II (**Annexure – II**) price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include cost of equipments, duties, levies, freight, insurance, warranty, AMC but exclusive of GST.
- 3) Part I to be submitted in original duly signed by the Authorised 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.
- 4) Part I along with required documents should be put into (sealed) cover and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach him within the time stipulated as above (i.e **15.00 hours on 08/03/2019**).

The technical quotations will be opened at **15:30 Hrs on 08/03/2019**.

- 5) Bank has the right to accept or reject any quotation/cancel the tender at its sole discretion without assigning any reason thereof.



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- a. A pre-bid meeting is scheduled to be held at the following address at **11.00 hours IST** on **22/02/2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

- b. 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 sending the **cost of bid document i.e. Rs.2,000/- (Rupees Two thousand only, non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I).

- c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

easwarkb@indianbank.co.in

shyamala.varadarajan@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

III. ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum criteria –

- The Bidder should be a Limited Company and should be in existence in India for the last 3 years as on 31/12/2018 (Copy of Certificate of Incorporation to be submitted).
- The Bidder should be Net Profit earning Organization for the last three financial years (2015-2016, 2016-2017, 2017-2018) of the bidder.
- The annual turnover should be Rs 2 Crore or above in the last three financial years (2015-2016, 2016-2017, 2017-2018) of the bidder. (Copy of Balance Sheet for last three financial years to be submitted)
- The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently (declaration to be submitted by the bidder).



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- e. The bidder should be OEM/authorized reseller for the items quoted for (Proof to be submitted). Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.
- f. The bidder should have a team of well qualified and experienced staff in India, who will be able to attend the calls in person/ provide onsite support, respond to the issues at a very short notice and they should have the knowledge to extend support to the bank on a need basis (Self declaration to be submitted).

IV. BID FEE:

The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs. 2,000/- (Rupees Two Thousand only) (non-refundable) as bid fees. Bid submitted without the DD will not be considered.

V. BID SECURITY (EARNEST MONEY DEPOSIT)

- a. The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India, in the form provided in the bidding documents for a sum of Rs.1,00,000/- (Rupees One Lakh only) and valid for One Hundred and Thirty Five (135) days (i.e. Bid validity 90 days + 45 days = 135 days from the last date for submission of bid) **(Annexure-IV)**. Bank may seek extension of Bank Guarantee, if required.
- b. 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.
- c. The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
- d. The bidder will forfeit the bid security,
 - I. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
 - (Or)
 - II. In the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

VI. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:

- a. 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.
- b. 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.



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- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- d. 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.
- e. 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.
- f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- g. 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.
- h. 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).

VII. EVALUATION CRITERIA:**1. General / Technical evaluation**

- a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
- b. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- c. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- d. The Network HSM offered should meet all the technical specifications as stipulated in the quote (Part I).
- e. The bidder should extend support for the quoted Hardware for a period of five (5) years from the date of delivery.
- f. The bidder will be given sample file(s) and asked to do a proof of concept.



2. Commercial evaluation

- a. Technically qualified Bidders will be intimated to participate in the reverse auction to identify L1 (lowest quoted) Bidder for awarding contract.
- b. The comparison shall be between the prices quoted. The price should be

- i. **Inclusive of all Duties, Levies, Delivery, Installation and support etc.**
- ii. **Exclusive of GST only. TDS, if applicable will be deducted as per the applicable rates from the payment.**

Arithmetical errors will be rectified on the following basis:

- I. 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.
- II. If there is a discrepancy between words and figures, the amount in words will prevail.
- III. If the Supplier does not accept the correction of the errors, its quote will be rejected.
- IV. After the reverse auction, the successful (L1) bidder has to submit the commercial quote.

VIII. SCOPE OF PROJECT

The scope of the Project includes the following.

1. Supply, installation, commissioning and maintenance of 1 No. network Hardware Security Module (HSM) at DR site-Hyderabad.
2. The Successful bidder is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at the installation sites. Network / electrical cabling will be done by the Bank. Successful bidder has to provide the power cables required for systems to install the hardware unit being supplied.

a) DELIVERY SCHEDULE

The Delivery and installation of Network HSM should be made within Four (4) weeks from the date of acceptance of purchase order. On delivery the Program Manager / Account Manager of successful bidder is expected to contact the respective in-charge, plan the installation in coordination with Indian Bank team and should complete the installation within the schedule.

b) DELIVERABLES

- I. Installation, configuration and integration of Network HSM.



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- II. The Network HSM shall have the support for a period of five (5) years from the original equipment manufacturer (OEM) from the date of delivery of Network HSM to the bank.
- III. If during the Network HSM support period any product is found to be defective or not acceptable, they shall promptly be replaced by the Bidder at its own cost on the request of the bank.
- IV. **Support:** Support services to be offered for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail directly.
- V. Training to be provided to Bank's employees (Expected count of 2 members)

c) COMPREHENSIVE ONSITE WARRANTY AND AMC

- a. The supplier has to provide 3 years onsite comprehensive 24*7*365 maintenance support under warranty from the date of go live.
- b. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or rectify the issue raised by the Purchaser, without cost to the Purchaser.
- c. If the Supplier, having been notified, fails to remedy the issue(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract as per the SLA.
- d. Comprehensive Onsite AMC for 2 years after completion of warranty. However, Bank reserves the right to enter into AMC with other vendor.

IX. SERVICE LEVEL AGREEMENT (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender and Purchase Order within 30 days from the date of issuing the purchase order.

X. TRAINING

The Bidder should provide training to the Bank's designated personnel employees (Expected count of 2 members) to manage the Network HSM effectively.

XI. PLACE OF DELIVERY

The Deliverables should be delivered at Indian Bank DR site @ Hyderabad. Complete address will be provided in the Purchase Order.

XII. DELAYS IN THE SUPPLIER'S PERFORMANCE

1. 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.
2. 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



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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.

XIII. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods/ Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Bank shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods/ Services or a sum equivalent to 0.5% of the value of delayed Goods/ Services and Goods/ Services which cannot be utilized due to the delayed item, for each week or part thereof of delay until actual delivery up to a maximum deduction of 10% of the price of the delayed Goods/ Services. If the Goods/ Services are not delivered in time, the Bank may consider termination of this order.

XIV. CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of five year (Three year warranty and two years AMC) from the date of go live or sign off. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

XV. PAYMENT TERMS

On Delivery: 85% of value of hardware will be released within 15 days on submission of invoice along with proof of delivery of equipment with acknowledgement of delivery by the officers of the bank.

Submission of Certificate of working: 15% payment will be released upon submission of certificate issued by Bank Officials within 3 week of installation of hardware. AMC will be paid annually in advance.

XVI. PERFORMANCE SECURITY

1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for 71 months(with further one month of claim period), in the format enclosed.
2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
3. If not invoked, The Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.
4. In case of project getting delayed, Bank will seek extension of the Performance bank guarantee.



XVII. MAINTENANCE

During Warranty/AMC the Supplier should respond to call logged and commence repair work within 2 hours. If The problem is not sorted out within next 6 hours penalty @ Rs.2,000 for every additional two hours or part thereof will be levied from the successful bidder (i.e after 8 hours from time of logging call) and the accumulated penalty will need to be paid to the bank by successful bidder before the expiry of the warranty. If the successful bidder fails to pay the penalty by end of three years contract period, bank may invoke the performance guarantee for the sum equivalent to the amount receivable by the bank. If standby is provided, then the faulty hardware/software must be repaired or replaced with equal or higher configuration within 1 working day excluding the day of reporting. All the software/Equipment supplied should be with 24*7 support, irrespective of holidays. The supplier shall provide a local number / National toll free number which can be accessible round the clock from all the delivery locations, for registering /reporting any maintenance requirements. An escalation matrix with timelines has to be provided. During the warranty, the supplier shall provide and install updates and upgrades (including new software version release) for all products supplied under this contract along with customisation and documentation at no additional cost to the bank (it includes future upgrades/updates/version changes). If the same failure happens for the same equipment more than once in a month, the cumulative downtime for penalty will be taken from the time of logging of call to till the equipment is brought up for all calls except the first call.

XVIII. CONFIDENTIALITY

The Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. Successful bidder has to enter into Non-disclosure agreement (as per format enclosed in **ANNEXURE VIII**) with the Bank.

XIX. NEGOTIATION

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

XX. 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. 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.

XXI. MANUALS

Manuals and CD media, explaining the features of the equipment shall be supplied along with the equipment at no extra cost. Statutory licenses are to be provided to the bank, wherever applicable at no additional cost.



XXII. INDEMNITY CLAUSE

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

XXIII. TERMINATION FOR CONVENIENCE

The Bank, by 30 days written notice sent to the successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

XXIV. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Successful bidder, may terminate this Contract in whole or in part:

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

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 Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

XXV. SETTLEMENT OF DISPUTES

1. 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.
2. 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.
3. 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:



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- a. In case of dispute or difference arising between the Bank and 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 Bank 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 Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment 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, both in cases of the Supplier and the Bank, 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.
4. 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
5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/ other legal recourse.

XXVI. JURISDICTION

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

XXVII. PERIOD OF VALIDITY OF BIDS

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

XXVIII. CHANGE ORDERS

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract as prescribed by the Bank / NPCI in any one or more of the following:



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- a. the place of delivery; and / or
- b. the Services to be provided by the Supplier;

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

XXIX.IT ACT 2000

The equipments 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.

XXX. AUTHORIZATION LETTER FROM OEM

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

XXXI. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the Successful Bidder shall sign the Contract and return it to the Bank.

XXXII. AWARDING OF CONTRACT

Acceptance of purchase order should be submitted within 5 days of purchase order along-with authorization letter.

If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

XXXIII. 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.

XXXIV. INSURANCE

The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.

XXXV. OTHER TERMS AND CONDITIONS

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- i. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- ii. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- iii. Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives.
- iv. The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.
- v. To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- vi. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
- vii. The bidder shall submit a non-disclosure agreement (as per format enclosed in **ANNEXURE VIII**).
- viii. The Network HSM should be having a minimum of 5 years of support from the OEM from the date of Go - Live.



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ANNEXURE I
PART-I
TECHNICAL DETAILS

To
 Indian Bank
 Corporate Office : Premises & Expenditure Department
 254-260, Avvai Shanmugam Salai, Chennai 600 014.

Date:

Dear Sir,

Sub: Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site.

Ref: RFQ No. CO:ITD:PROC:1474/R1:2018-19 Date: 18/02/2019

Referring to your above letter calling for quotations, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site, and submit our quotation.

The following are the equipments to be supplied:

S. No.	Equipment Name	Quantity
1	Network HSM with three years warranty and two years AMC	1

The following are specifications of Network HSM required for DR Site, Hyderabad:

S No.	Features	Specifications
1	Physical Characteristics	<p>Network Based & Rack Mountable Network HSM with Maximum size of 1 U along with rack mounting kit</p> <p>Protection against physical attacks such as use of potting of critical component, tamper evident security labels etc</p>
2	Supported Operating System	<p>Programming API must be available for Windows and Linux. Device should implement an IP based limiting feature to limit access from unauthorized servers.</p> <p><u>Supported Operating System and Virtualization</u></p> <p>a) Windows, Linux, AIX</p> <p>b) Virtual environment support: VMWare, Hyper-V, Xen, KVM</p>
3	Host Connectivity	TCP/IP Network based appliance and must be compatible with IPv4 and IPv6

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		2 Nos of redundant Dual one Gigabit Ethernet connectivity Ports
4	Safety, Security and environmental compliance	Comply to standards like UL, CE, FCC, C-TICK, RoHS2, WEEE, FIPS 140-2 Level 3 or above
5	Application Interface	Compatibility : PKCS#11, OpenSSL, Java (JCE), Microsoft CAPI and CNG
6	Speed	Signing Speed : RSA 2048 bits at least 400 Signature/seconds
7	Access control	The device Must support m of n multi-factor authentication. Must have strong separation of administration and operator roles. Device should support hardening – ability to disable functions not required by the host application.
8	Load balancing	Clustering, Load- balancing possibility ready
9	Key back up	Must have secure key wrapping, backup without any extra hardware , replication and recovery
10	Key Processes	Onboard key generation and digital signing & verification process to be done inside the Network HSM
11	Cryptographic offloading	Must support cryptographic offloading and acceleration
12	Support for Multiple Network HSM's	Multiple Network HSM to be supportable for DR, Key Backup, Key update, and key processes, load balancing and failover. Should support instant key reflection to all the Network HSMs in the system.
13	Power Source	Dual hot-swap power supplies, field serviceable
14	CLI/GUI	Should have both Command line interface (CLI)/ Graphical User Interface (GUI) for administration purposes
15	Reliability	MTBF : Minimum 1,00,000 Hrs
16	Key Storage	The root keys are always in the hardware throughout its life cycle.
17	cryptographic Partition	A single Network HSM should be able to be separated into cryptographically isolated partitions with each partition functioning as if it is independent Network HSM. The device should support minimum 5 Partitions.
18	Warranty & Support	24/7 Technical Support , along with three years warranty and two years AMC
19	Secure Execution	Should enable secure execution of custom security-critical application code within the tamper resistant hardware boundary
20	Other Terms and Conditions	A) Network HSM should be able to :

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		<ol style="list-style-type: none"> 1. Support Hash algorithm RSA SHA-256 Triple DES (3DES, TDES) symmetric encryption with 168-bit key length 2. Perform RSA Asymmetric encryption with 2048-bit key length 3. Store System Certificates in X.509v3 format 4. Accessible by multiple compute nodes / multiple Applications. <p>B)The Bidder should extend help(related to the Network HSM) in doing UAT and get certification from NPCI for DEM(Data Exchange Module)</p> <p>C)The Bidder should demonstrate all the mentioned parameters before final signoff</p> <p>D) The specifications of the Network HSM should be in conformance with the Data Exchange Module (DEM) for CTS – Technical Specifications Document; Version 5.0 dated September 30, 2018 as released by NPCI.</p>
--	--	--

List of deviations from the required specifications:

- 1)
- 2)

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

We offer a warranty period of **THREE YEARS** from the date of installation of the equipment.

We agree for bid validity of 90 days.

We agree for insuring the equipments covering storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the technical brochures for the model quoted.

We submit that we shall abide by your terms and conditions governing the quotations and Warranty mentioned in your letter. We submit that we abide by the details given above.

We undertake, if our quotation is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, 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 quotation you may receive.

We clarify/confirm that we comply with the qualification criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.



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

Dated this day of 2019.

Signature of Authorised Person (Official) Duly authorised to sign bid for and on behalf of (give below the Name & Address of Bidder)

Name of the bidder:

Address:

Mobile No:

Email Address:

Company Seal:



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Date: 18/02/2019

ANNEXURE II
Part II (to be submitted after online reverse auction)
COMMERCIAL BID

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

Date:

Sub: Supply, Installation and Support of Network Hardware Security Module (HSM) for implementation of Data Exchange Module (DEM) Software as per NPCI guidelines at DR site.

Ref: RFQ No. CO:ITD:PROC:1474/R1:2018-19 Date: 18/02/2019
Online Reverse Auction Dated _____.

Further to online reverse auction conducted on _____, we give below the breakup details of Network Hardware Security Module (HSM).

I. PRICE

S. No.	Equipment Name	Qty (A)	Unit Price with 3 year warranty (B)	Total Price C=A*B	AMC/ATS for 4 th year (D)	AMC/ATS for 5 th year (E)	Total cost for 5 years F=C+D+E
1	Network HSM with three years warranty and two years AMC	1					
Total							

GRAND TOTAL PRICE IN WORDS: _____

Note: 1. Price to include all duties, levies, 3 year warranty and 2 years AMC but exclusive of GST only.

Place:

Date:

Signature of Authorised Person

Name

Business address

.....

.....

.....



Ref: CO:ITD:PROC:1474/R1:2018-19**Date: 18/02/2019****ANNEXURE - III****CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

S. No.	Equipment Name	Total
1	Network HSM with three years warranty and two years AMC	1

TOTAL VALUE:**DELIVERY SCHEDULE:**

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

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

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

in the presence of:.....

in the presence of:.....



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ANNEXURE - IV
BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of (name and/or description of the goods) (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 Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common 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 by the Bidder on the Bid Form;
or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

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

(a) fails or refuses to execute the Contract Form if required;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, 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.



Ref: CO:ITD:PROC:1474/R1:2018-19**Date: 18/02/2019****ANNEXURE - V****PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE**
OFFICES AFTER SUCCESSFUL COMMISSIONING OF
EQUIPMENT

Date: _____

Sub: Certificate of commissioning of equipment

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

- (a) Contract No. _____ dated _____
(b) Description of the equipment _____
(c) Quantity _____
(d) Date of delivery _____
(e) Date of commissioning and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:
S.No. Description Amount to be recovered

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

4. The supplier has fulfilled its contractual obligations satisfactorily* or
The supplier has failed to fulfil its contractual obligations with regard to the following:

(a)

(b)

Signature _____

Name _____

Designation with stamp _____

* Explanatory notes for filling up the certificates:

- (a) They have adhered to the time schedule specified in the contract in despatching the documents/drawings pursuant to Technical Specifications.
(b) They have supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.
(c) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.



Ref: CO:ITD:PROC:1474/R1:2018-19**Date: 18/02/2019****ANNEXURE - VI****MANUFACTURER'S AUTHORIZATION FORM**

No. _____

Dated _____

To

Indian Bank
Corporate Office,
Chennai.

Dear Sir:

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of
_____ (*name & descriptions of products offered*) having production facilities
at _____ (*address of production unit*) do hereby authorize M/s _____
(*Name and address of Agent*) to submit a quote and sign the contract with you against the RFQ
Ref. No: _____ for the product manufactured by us.

We hereby extend our full warranty for the product offered for supply by the above
company against this RFQ and duly authorise said company to act on our behalf in fulfilling all
installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a
person competent.



Ref: CO:ITD:PROC:1474/R1:2018-19**Date: 18/02/2019****ANNEXURE-VII****PERFORMANCE GUARANTEE**

Bank Guarantee No.

Date:

To: INDIAN BANK,
Chennai,
INDIA:

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

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a Guarantee:

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

This guarantee is valid until theday of.....

Signature and Seal of Guarantor

.....

Date.....

Address:.....



Ref: CO:ITD:PROC:1474/R1:2018-19**Date: 18/02/2019****ANNEXURE-VIII****NON DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into aton this the.....day of.....2018 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity have been providing the facility of Cheque Truncation System to its clients and corporates.

M/s has been engaged in the business of supply and installation of computer systems.

The parties have entered in a contract dated for and have established business relationship (for the purpose "Rate Contract for Supply, installation, implementation and maintenance of Scanners with ranger software for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software"). In course of the said purpose, it is anticipated that each party may disclose or deliver to 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 business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

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

2. Use of Confidential Information -

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any material derived from the disclosing party to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to



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knowledge 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:

- i. Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- ii. Is or becomes publicly known through no unauthorized act of the Receiving party.
- iii. Is rightfully received from a third party without restriction and without breach of this agreement.
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented.
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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 to survive the termination of this agreement. Upon expiration or termination of this agreement 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

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



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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 nor 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 it fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

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

9. Severability

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

10. Dispute resolution mechanism:

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

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

The parties to this agreement shall submit to the jurisdiction of courts 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

(The above format is illustrative only and may be suitably modified later by Indian Bank)



