

**BIDDING DOCUMENT**

**FOR**

**IDENTIFYING THE VENDOR FOR REPLACEMENT OF EXISTING SIMs AT  
BRANCHES/OFFSITE ATMs WITH NEW 4G SIMs.**

**INFORMATION TECHNOLOGY DEPARTMENT,  
INDIAN BANK, CORPORATE OFFICE  
254-260, AVVAI SHANMUGAM SALAI, CHENNAI – 600014**

**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. CO:ITD:CNW:942/R3:2019-20 dated 19/11/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ <a href="mailto:m.saravanan@indianbank.co.in">m.saravanan@indianbank.co.in</a> ; <a href="mailto:rahul.bahuleyan@indianbank.co.in">rahul.bahuleyan@indianbank.co.in</a> ; <a href="mailto:praveenkumar.s@indianbank.co.in">praveenkumar.s@indianbank.co.in</a> ; <a href="mailto:nandhini.n@indianbank.co.in">nandhini.n@indianbank.co.in</a> ;	22/11/2019
3)	Pre Bid meeting	25/11/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	11/12/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	11/12/2019 at 03:00 PM to be submitted to  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document  Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	₹ 2,00,000/- (Rupees Two Lakhs only) valid for forty five (45) days beyond the validity of the bid (i.e. 135 days from the last date of submission of Bid) in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable ₹ 1,500/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	11/12/2019 at 03:30 PM  Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

		conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website <a href="https://indianbankeprocure.etenders.in">https://indianbankeprocure.etenders.in</a>
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This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
I.	INVITATION FOR BIDS	5
II.	QUALIFICATION CRITERIA	8
III.	INSTRUCTIONS TO BIDDERS	10
IV.	CONDITIONS OF CONTRACT	16
V.	INSTRUCTIONS TO BIDDERS FOR E-TENDERING	23
VI.	BID FORM, PRICE SCHEDULE AND OTHER FORMATS	28

**SECTION – I****INVITATION FOR BIDS**

**1.** Indian Bank is a premier Nationalised Bank with over 2900 Branches and having a business of over Rs.4,00,000 Crores. During the past decade, Bank has strengthened its IT infrastructure and has enabled marketing of technology based products and services. Bank has always recognized that Information Technology is an essential part of Banking. The Bank has been in the forefront amongst Public Sector Banks in deploying the latest available technology, in a way that technology acts as an enabler in the development of business and ensures that customers are benefited and delighted. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.

**2.** The Bank invites bids from eligible bidders for identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs through e-tendering mode.

**3.** The cost of the bid document is Rs.1,500/-(Rupees One thousand and Five hundred only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all working days.

**Information Technology department,  
Indian Bank, Head Office,  
66, Rajaji Salai, Chennai – 600001  
Phone Nos. 044-25269724,25279815/9816/9844  
e-mail:**

[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in)  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in)  
[praveenkumar.s@indianbank.co.in](mailto:praveenkumar.s@indianbank.co.in)  
[nandhini.n@indianbank.co.in](mailto:nandhini.n@indianbank.co.in)

**4.** Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. 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 except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.

**5.** 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

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

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.

**6.** 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.

**7.** 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.

**8.** All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. 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 them within the time stipulated as above (i.e 15.00 hours on 11/12/2019). The Technical quotations will be opened at 15:30 Hrs on 11/12/2019.

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

### **About Bank's Network**

Indian Bank, a Public Sector Bank, has networked all the Branches and implemented Core Banking Solution. All Branches are connected through Wide Area Network.

#### **Details about design:**

- The Branches are connected to BSNL MPLS cloud primarily through a leased line backed up with MPLS/GPRS/VSAT links. The bandwidth of the leased line is 2 Mbps normally and range up to 10 Mbps. Bank has provided additional leased line connectivity to select branches from other Telecom Service providers. Some of the branches where the leased line is not feasible are connected using VSAT. The

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

Branches/Offsite ATMs are having Cisco 819, 1905, 1921, 1941, 2911 and 4221 Router.

- Zonal Office is connected to the Data Centre and DR site with 10 Mbps bandwidth through BSNL MPLS Cloud using Cisco 2911 and 4221 Routers.
- **Security:** All the Branch/ATM Routers are provided with 3DES, AES encryption facility to encrypt the data going out of the Branch. At the Data Centre, a VPN concentrator is provided to decrypt the data received from the Branches.

**SECTION II****QUALIFICATION CRITERIA**

<b>S.NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	QUALIFICATION CRITERIA FOR BIDDERS	9
2.	TIMEFRAME FOR ROLL OUT OF THE PROJECT	9
3.	SCOPE OF WORK	9

**QUALIFICATION CRITERIA****1. Qualification Criteria for Bidders**

- The Bidder or Parent Company should be a Public/ Private Limited Company and should be in existence in India for the last 3 years (as on 31.03.2019).
- The Bidder should have supported Cisco routers for PSUs/Banks/Financial Institutions/Private Organizations.
- The Bidder or Parent Company should have Positive networth during last three financial years of the Bidder 2016-17,2017-18,2018-19.
- The Bidder's or Parent Company's yearly turnover should be more than Rs.10 crores during last three financial years of the bidder\_2016-17,2017-18,2018-19.
- The Bidder or Parent Company should not have been blacklisted by any Government Dept / PSU / Banks currently.

Bids, which are not meeting the above criteria, is liable for rejection.

**2. Timeframe for Roll out of the Project**

The list of locations which requires SIM replacement will be shared to the successful bidder. The new SIMs will be sent to the respective branch/offsite ATM by Bank. The SIMs should be replaced within 14 days from the date of receipt of request from Bank.

**3. Scope of work**

- The SIM Cards to be installed at branch routers will be sent to respective branches by the Bank.
- The engineer has to remove the existing SIM Card if any present in the branch routers and hand it over to the Branch Manager.
- New SIM card has to be installed and the router has to be configured for access.
- The signal strength has to be verified and GPRS antennas to be positioned for best signal strength in the area.
- The engineer has to coordinate with Bank's Network Integrator during the activity.
- The engineers have to visit the premises during business hours.
- Certificate of installation has to be obtained from the Branch Head after successful completion of the work (by testing the connectivity).

**SECTION III****INSTRUCTIONS TO BIDDERS**

<b>S.NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	INTRODUCTION	11
2.	PRE - BID MEETING	11
3.	AMENDMENT OF BIDDING DOCUMENTS	12
4.	BID SECURITY (EARNEST MONEY DEPOSIT)	12
5.	PERIOD OF VALIDITY OF BIDS	12
6.	FORMAT AND SIGNING OF BID	12
7.	OPENING OF BIDS BY BANK	12
8.	CLARIFICATION OF BIDS	13
9.	EVALUATION METHODOLOGY	13
10.	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	14
11.	BID PROPOSAL AND OWNERSHIP	14
12.	BID PRICING INFORMATION	14
13.	DISCLAIMER	14
14.	NEGOTIATION	14
15.	PERFORMANCE SECURITY	14

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****1. Introduction**

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

**2. Pre-Bid Meeting**

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **25.11.2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Information Technology Department,  
Indian Bank, 2<sup>nd</sup> floor, Head Office,  
66, Rajaji Salai, Chennai – 600001**

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.1,500/- (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 paid the cost of bid document will be allowed to participate in the pre-bid meeting.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

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

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

- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided (Section VI- Format 8) at least two days before the date of meeting to the following email ids:

[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in);  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in);  
[praveenkumar.s@indianbank.co.in](mailto:praveenkumar.s@indianbank.co.in);  
[nandhini.n@indianbank.co.in](mailto:nandhini.n@indianbank.co.in);

- d. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

Ref: CO:ITD:CNW:942/R3:2019-20

Date: 19.11.2019

### 3. Amendment of bidding documents

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

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

### 4. Bid Security (Earnest Money Deposit)

- The Bidder should furnish, as part of its bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank other than Indian Bank, located in India, in the form provided in the Bidding Documents (format-4 in section VI) for a sum of **Rs.2,00,000/- (Rupees Two Lakhs only)** and valid for forty five (45) days beyond the validity of the bid (i.e. 135 days from the last date for submission of Bid).
- Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank or on completion of administrative formalities of the procurement.
- The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security.
- The bid security may be forfeited if :
  - a. If a Bidder withdraws its bid during the period of bid validity or
  - b. In the case of a successful Bidder, the Bidder fails to furnish performance security within the stipulated period.

### 5. 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.

### 6. Format and signing of Bid

All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

### 7. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 11.12.2019.**

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

- Bank shall call the commercial Bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of technical bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

### **8. Clarification of Bids**

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

### **9. Evaluation Methodology**

- Bids will be short-listed based on the qualification criteria specified in the bid.
- 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.
- The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- The comparison shall be between the price quoted and the bidder who has quoted the lowest will be awarded the contract.
- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- No extra charges other than those quoted in the Bid will be entertained including Conveyance / Courier etc.

### **Commercial Evaluation**

- Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction.

The L1 bidder will be identified through reverse auction and order will be placed with L1 bidder.

- The financial proposal should list all the costs associated with the Assignment.
- The price should be firm and not dependent on any variable factors.
- The final price quoted in the bid should be inclusive of all Duties, Levies, and Installation etc but exclusive of taxes.
- No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

- Cost must be expressed in Indian Rupees.
- The bidder should quote their prices in reverse auction after taking into account the terms and conditions mentioned in the bid.
- TDS as per rules, if applicable, will be deducted from the amount quoted.
- No extra charges other than those quoted in the Bid will be entertained including Conveyance/Courier etc.

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

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

**11. Bid Proposal and 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.

**13. 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.

**14. Negotiation**

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

**15. Performance Security**

- 15.1 Within 10 (Ten) days from the date of issue of purchase order for the project by the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (issued by a Scheduled commercial bank other than Indian Bank) for a value of 10% of amount

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

mentioned in the purchase order, valid for 18 months with one month additional claim period in the form of a Bank Guarantee in the format enclosed (format -5 in Section VI).

- 15.2 The performance security submitted by the Successful bidder shall be invoked by the Bank as compensation for any loss resulting from the Successful bidder's failure in completing their obligations under the Contract.
- 15.3 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.
- 15.4 Failure of the successful Bidder to comply with the requirement of 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.

**SECTION IV****CONDITIONS OF CONTRACT**

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.	DEFINITIONS	17
2.	OBLIGATIONS OF THE SUCCESSFUL BIDDERS	18
3.	USE OF CONTRACT DOCUMENTS AND INFORMATION	18
4.	DELIVERY AND DOCUMENTS	18
5.	SERVICE LEVEL AGREEMENT (SLA)	19
6.	NON DISCLOSURE AGREEMENT(NDA)	19
7.	PAYMENT TERMS	19
8.	TERMINATION FOR DEFAULT	19
9.	FORCE MAJEURE	20
10.	TERMINATION FOR CONVENIENCE	20
11.	SETTLEMENT OF DISPUTES	20
12.	LIMITATION OF LIABILITY	21
13.	IT ACT 2000	22
14.	APPLICABLE LAW	22
15.	INDEMNITY CLAUSE	22
16.	GENERAL TERMS	22
17.	COVERAGE OF ALL BANKS UNDER THE EPF AND MP ACT 1952	22

## 1. DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. "**Applicable Law**" means the laws and any other instruments having the force of law in India.
- b. "**Bank**" means Indian Bank.
- c. "**Contract**" means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. "**Contract Price**" means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. "**Goods**" means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. "**Party**" means the Bank or the Company, as the case may be and Parties means both of them.
- g. "**Personnel**" means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. "**Project Site**", where applicable, means the places where equipments will be installed.
- i. "**Services**" means those services ancillary to the deliverables of the Company covered under the Contract.
- j. "**Successful bidder / Successful bidder**" means the company supplying the Goods and Services under this Contract.

### 1.2 Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 1.3 Language

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

### 1.4 Address for communication

The address of the Bank is:

**Information Technology Department  
Indian Bank, Head office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai -600001  
Phone Nos. 044-25269724,25279815/9816/9844  
e-mail :**

m.saravanan@indianbank.co.in;  
rahul.bahuleyan@indianbank.co.in;  
praveenkumar.s@indianbank.co.in;  
nandhini.n@indianbank.co.in;

**1.5 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

**2. OBLIGATIONS OF THE SUCCESSFUL BIDDER****2.1. Confidentiality**

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

**2.2. Reporting obligations**

The Successful bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

**2.3. Documents prepared by the bidder for this purpose to be the property of the Bank**

All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

**3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.1 The Successful bidder shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Successful bidder shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

**4. DELIVERY AND DOCUMENTS**

Replacement of SIMs shall be made by the Successful bidder in accordance with the terms specified.

Copy of the Certificate of installation (format 9 Section VI) obtained from the Branch Head after successful completion of the work (by testing the connectivity) to be submitted for release of payment.

Ref: CO:ITD:CNW:942/R3:2019-20

Date: 19.11.2019

**5. SERVICE LEVEL AGREEMENT (SLA) :**

If the successful bidder fails to replace the SIMs within 14 days from the date of receipt of request from Bank, the Bank shall levy penalty at rate of Rs.100/- per day after 14 days of receipt of request and will be recovered from the payment.

**6. NON DISCLOSURE AGREEMENT:**

The successful bidder has to submit Non-Disclosure Agreement as per format 6 given in Section VI

**7. PAYMENT TERMS**

100% Payment will be made on successful completion of the work for all locations upon submission of Invoice along with proof of installation from branches (Format 9 Section VI) in lots of 50 initially and in lots of 10 after the initial quantity is over.

**8. TERMINATION FOR DEFAULT**

8.1 The Bank, without prejudice to any other remedy for breach of contract, by 30 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 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 any thing 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.

**"unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

8.2 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.

Ref: CO:ITD:CNW:942/R3:2019-20

Date: 19.11.2019

**9. FORCE MAJEURE**

- 9.1. 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.
- 9.2. For purposes of this clause, "Force Majeure" means an event beyond the 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, Transponder failure and freight embargoes.
- 9.3. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof. 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.

**10. TERMINATION FOR CONVENIENCE**

- 10.1. The Bank, by 30 days written notice, 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.
- 10.2. The SIMs that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices.

**11. SETTLEMENT OF DISPUTES**

- 11.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder 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.
- 11.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder 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.
- 11.3 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:

- (a) In case of dispute or difference arising between the Bank and the Successful bidder 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 Successful bidder; 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 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 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.

11.4 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 Successful bidder any monies due to the Successful bidder.
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

## **12.LIMITATION OF LIABILITY**

Successful bidder aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful bidder 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 bidder/s' gross negligence. If a third party asserts a claim against bank that a bidder product acquired under the agreement infringes a patent or copy right, bidder should defend bank against that

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

claim and pay amounts finally awarded by a court against bank or included in a settlement approved by bidder.

**13.IT ACT 2000**

The equipment's supplied by you 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.

**14.APPLICABLE LAW**

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

**15.INDEMNITY CLAUSE**

If at the time of 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 Successful bidder shall indemnify the Bank and keep it indemnified in that behalf.

**16.GENERAL TERMS**

Order will be placed with qualified L1 vendor. The commercials will be finalized through reverse auction.

**17.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.

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

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
1.	GENERAL	24
2.	INSTRUCTIONS	24
2.1	RULES FOR WEB PORTAL ACCESS	24
2.2	REGISTRATION	25
2.3	SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL	26
2.4	BID RELATED INFORMATION	26
2.5	OFFLINE SUBMISSIONS	26
2.6	OTHER INSTRUCTIONS	27

**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://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

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 for the bank, e-tendering website will receive the bids up to the appointed time on the 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://indianbankeprocure.etenders.in>), 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) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) 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. Nextenders (India) Pvt. Ltd.

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

### **Support Desk Contact Details**

M/s. Nextenders (India) Pvt. Ltd  
Yuchit, Juhu Tara Road  
Mumbai – 400 049.  
Support Contact No. 020-25315555 Ext no 8 then 8  
Support Email: [support.indianbank@nextenders.com](mailto:support.indianbank@nextenders.com)

Ref: CO:ITD:CNW:942/R3:2019-20

Date: 19.11.2019

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

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

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

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

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

**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.

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

**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 11/12/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Identifying the vendor for replacement

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

of existing SIMs at branches/offsite ATMs with new 4G SIMs " and the words 'DO NOT OPEN BEFORE (11/12/2019 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://indianbankeprocure.etenders.in>), click on System Requirement Manual/ User Manual.

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

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

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

**SECTION VI****BID FORM, PRICE SCHEDULE AND OTHER FORMATS**

<b>S.NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	TECHNICAL BID	29
2.	SELF DECLARATION – BLACKLISTING	31
3.	VENDOR PROFILE	32
4.	BID SECURITY FORM	34
5.	PERFORMANCE SECURITY FORM	35
6.	NON DISCLOSURE AGREEMENT	36
7.	COMMERCIAL BID FORMAT	40
8.	FORMAT FOR PRE-BID QUERIES	41
9.	PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT	42
10.	CHECKLIST FOR PART – I	43

**PART I**  
**1. TECHNICAL BID**

Date:

To

**Chief Manager, Expenditure Department,  
Indian Bank Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, PIN 600 014.**

**Dear Sir,**

**Sub: Identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs**

**Bid Ref No.** CO/ITD/CNW/942/R3/2019-20 date 19.11.2019

Referring to your above letter calling for quotations, including Addenda Nos..... (insert numbers), we submit the compliance details for Identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs.

<b>S. No.</b>	<b>Description</b>	<b>Complied/ Not Complied</b>
1.	The SIM Cards to be installed at branch routers will be sent to respective branches by the Bank.	
2.	The engineer has to remove the existing SIM Card if any present in the branch routers and hand it over to the Branch Manager.	
3.	New SIM card has to be installed and the router has to be configured for access.	
4.	The signal strength has to be verified and GPRS antennas to be positioned for best signal strength in the area.	
5.	The engineer has to coordinate with Bank's Network Integrator during the activity.	
6.	The engineers have to visit the premises during business hours.	
7.	Certificate of installation has to be obtained from the Branch Head after successful completion of the work (by testing the connectivity).	

**List of deviations from the required specifications:**

- 1)
- 2)

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

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

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.

We undertake, if our bid is accepted, to complete the services in accordance with the Service Level Agreement specified in the bid.

If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to 10% of amount mentioned in the purchase order, valid for 18 months with one month additional claim period 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 should remain binding upon us and may be accepted at any time before the expiration of that period.

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 clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this ..... day of ..... 201.....

.....  
Signature:

Mobile No.

Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of  
(give below the Name & Address of Bidder)

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****2. SELF DECLARATION – BLACKLISTING**

Bid Ref No. CO/ITD/CNW/942/R3/2019-20 date 19.11.2019

Date:

**To****The Assistant General Manager  
Indian Bank, Head Office,  
Information Technology Dept, 2<sup>nd</sup> Floor,  
66, Rajaji Salai,  
Chennai, PIN 600 001.**

Dear Sir,

**Sub:** Identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs.**Ref:** Bid Document No. CO/ITD/CNW/942/R3/2019-20 date 19.11.2019

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

**Signature of Authorized Official****Name and Designation with Office Seal****Place:****Date:**

**3. VENDOR PROFILE**

<b>General</b>	
Company Name	
Name of the CEO	
Name of the Principal Banker and address	
Holding Company or Parent Company (if any)	
If Holding Company, Name of the Parent Company	
Company's address Head Office:  Chennai Office, If any:	
<b>Head Office</b> Phone, fax, E-Mail <b>Chennai Office</b> Phone, fax, E-Mail	
Please provide details of ownership: private/public; Holding company, If any.  Top 3 shareholders	
No. of Years in Telecom business	
Name of the Contact person	
Phone / Mobile/ FAX	

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

<i>Financial Background (in Crores)</i>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
Turnover			
Net Profit After TAX			
<i>Total Assets</i>			
<i>Total Liabilities</i>			

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****4.BID SECURITY FORM**

Whereas .....(hereinafter called "the Bidder") who intends to submit its bid for .....(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 Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_.

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 Bank during the period of bid validity:

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

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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.

This guarantee will remain in force up to ..... 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 should be on a Non-Judicial Stamp Paper of requisite value.

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_ :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Vendor) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 201... to..... (Description of Goods and Services) (hereinafter called "the Contract").

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

**AND WHEREAS** we have agreed to give on behalf of the Vendor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, 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 Vendor 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.....201.....

Signature and Seal of Guarantors

.....  
Date.....201.....Address:.....  
.....**NOTE :**

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for 18 months with one month additional claim period.
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****6. NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 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 have been procuring computer systems,

M/s \_\_\_\_\_  
\_\_\_\_\_

Limited has been engaged in the business of supply and installation of \_\_\_\_\_

The Bank and Supplier have established a business relationship by entering into contract dated \_\_\_/\_\_\_/\_\_\_ for \_\_\_\_\_(nature of services) and in course of the performance of the contract\_\_\_\_\_. it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

**1. Confidential information**

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

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****2. Use of Confidential Information**

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto. The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

**3. Exemptions**

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

- a) Is already known to the Receiving party at the time of the disclosure without any obligation of confidentiality
- b) Is or becomes publicly known through no unauthorized act of the Receiving party
- c) Is rightfully received from a third party without restriction and without breach of this agreement
- d) Is independently developed by the Receiving party without use of the other party's confidential information and is so documented
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- f) Is approved for release by written authorization of the disclosing party; or
- g) 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

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

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

#### **5. Title and Proprietary rights**

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

#### **6. Return of confidential information**

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

#### **7. Remedies**

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

#### **8. Entire agreement**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes 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

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019**

arbitration may be considered as an additional remedy and it does not preclude 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

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

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

—

2. \_\_\_\_\_  
\_\_\_\_\_

—

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

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

—

2. \_\_\_\_\_  
\_\_\_\_\_

—

**Ref: CO:ITD:CNW:942/R3:2019-20**
**Date: 19.11.2019**

**PART II**  
**7.COMMERCIAL BID**  
**(to be submitted after Online Reverse Auction)**

Bid Ref. No. CO/ITD/CNW/942/R3/2019-20 date 19.11.2019

**To**

Date:

**The Chief Manager,  
Indian Bank, Head Office,  
Information Technology Department, 2<sup>nd</sup> Floor,  
66, Rajaji Salai,  
Chennai, PIN 600 001.**

**Sub: Identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs.**

Ref: Our Bid Document No. CO/ITD/CNW/942/R3/2019-20 dated 19.11.2019.

Online Reverse Auction Dated \_\_\_\_\_

Further to the reverse auction conducted on....., we, the undersigned, offer to 'Identifying the vendor for replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs for Indian Bank' project, and we submit our commercial breakup details as follows:

**PRICE SCHEDULE**

Item Description	GPRS Connections Qty (Nos.) (a)	Charges per GPRS connection Rs. (b)	Total charges (One Time Charges) Rs. (a*b)
<b>Replacement of existing SIMs at branches/offsite ATMs with new 4G SIMs.</b>	1900		

\* Price to include all duties, levies, insurance, delivery, and installation etc but exclusive of taxes. The Octroi and Entry Tax paid will be reimbursed on production of the original receipt.

We abide by details given above and the terms of the bid document.

Dated this..... day of ..... 201.....

.....

Signature

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of  
(give below the Name & Address of Bidder)

**8. FORMAT FOR PRE-BID QUERIES**

<b>S.No</b>	<b>RFP Point no/Title</b>	<b>Page no in RFP</b>	<b>Details provided in RFP</b>	<b>Query/ Changes Requested</b>

**Ref: CO:ITD:CNW:942/R3:2019-20****Date: 19.11.2019****9. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK  
AFTER SUCCESSFUL INSTALLATION OF SIMs****Date:****Sub:** Certificate of completion of installation of SIM cards at branches / Offsite ATMs.**Ref:** Bid Document No.

1. This is to certify that identifying the vendor for replacement of existing SIMs at branches / offsite ATMs with new 4G SIMs as detailed below has/have been implemented successfully covering delivery of all the deliverables. The same has been installed and commissioned.

- a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
- b) Description \_\_\_\_\_
- c) New SIM Number \_\_\_\_\_
- d) Existing SIM Number and Service provider Name if available \_\_\_\_\_
- e) Date of commissioning and proving test \_\_\_\_\_

2. The proving test has been done to our entire satisfaction.

3. Existing SIM available in the branch router has been handed over to the undersigned branch official.

4. Connectivity has been checked through the new SIM card installed.

5. The successful bidder has fulfilled its contractual obligations satisfactorily for the project\*  
or

The successful bidder has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**10.CHECKLIST for Part - I**

<b>S. No.</b>	<b>Item Description</b> (Tick <b>Yes</b> if the item is attached, else <b>No</b> )	<b>Submitted</b>	<b>Page No.</b>
1	Signed Technical Bid Document with Addendas	Yes / No	
2	Proof of Limited Company (Copy of Certificate of Incorporation)	Yes / No	
3	Proof of supported Cisco routers for PSUs/Banks/Financial Institutions/Private Organizations.	Yes / No	
4	Proof of Positive Net worth during last three financial years 2016-17,2017-18,2018-19 (Copy of Audited Balance Sheet )	Yes / No	
5	Proof of yearly turnover should be more than Rs.10 crores during last three financial years 2016-17, 2017-18, 2018-19 (Copy of Audited Balance Sheet )	Yes / No	
6	Declaration for Blacklisting	Yes / No	
7	DD for Application Form	Yes / No	
8	BID Security Form (Bank Guarantee only)	Yes / No	
9	Vendor Profile Form	Yes / No	
10	Proof of Authorized Signatory	Yes / No	

**Note : Commercial Bid should not be attached with Part - I.**