

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

Amendments

S No.	Page# / Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
1.	Page No.12/ Clause No. 4	ELIGIBILITY CRITERIA	The Bidder should have supplied minimum of 350 IP Phones in a single setup alongwith centralized management & controlling solution of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years.	The revised clause is as follows: The Bidder should have supplied minimum of 350 IP Phones of which minimum of 100 IP Phones in a single setup along with centralized management & controlling solution of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years.
2.	Page No. 14/ Clause No. 6	Scope of Work	The Conferencing Solution must provide for at least 50 ports @720p and additional 50 ports for audio only participants	The revised clause is as follows: The Conferencing Solution must provide for at least 48 ports @720p video and additional 48 ports for audio only participants at all times
3.	Page No. 14/ Clause No. 6	Scope of Work	NA	Additional clause:

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
				The proposed solution should be capable of offering option of Hard phone as well as soft phone without the need of any additional licenses.
4.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:	The phone should support QoS mechanism.	<p>The revised clause is as follows:</p> <p>The phone should QoS mechanism through 802.1p</p>
5.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal	Should have a built-in camera with 720p resolution (encode & decode). The camera should have a shutter to open/close camera. Should support standards based video protocol H.264	<p>The revised clause is as follows:</p> <p>Should have a built-in camera with 720p resolution (encode & decode). The camera should have a shutter to open/close camera. Should support standards based video protocol H.264 or higher</p>

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		Mangers and others:		
6.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMS stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:	Media Encryption (SRTP) using AES	<p>The revised clause is as follows:</p> <p>Media Encryption (SRTP) using AES - 128 bit encryption</p>
7.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMS stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and	Signaling Encryption (TLS) using AES	<p>The revised clause is as follows:</p> <p>Signaling Encryption (TLS) using AES - 128 bit encryption</p>

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page# / Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		others:		
8.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMS stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:	The phone should provide user the flexibility while using the headset i.e. RJ-9, USB-based, 3.5mm & Bluetooth. The phone to be supplied with a RJ-9 headset.	<p>The revised clause is as follows:</p> <p>The phone should provide user the flexibility while using the headset i.e. RJ-9, USB-based & Bluetooth. The phone to be supplied with a RJ-9 headset.</p>
9.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMS stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and	Should have min 5" screen with color display with at least 4 programmable line keys	<p>The revised clause is as follows:</p> <p>Should have min 4.3" screen with color display with at least 4 programmable line keys</p>

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		others:		
10.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:	Should have a built-in camera with 720p resolution (encode & decode). The camera should have a shutter to open/close camera. Should support standards based video protocol H.264	<p>The revised clause is as follows:</p> <p>Should have a built-in/external USB camera with 720p resolution (encode & decode). The camera should have a shutter to open/close camera. Should support standards based video protocol H.264 or higger</p>
11.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and	Should support self-view video, picture in picture (pip) with adjustable positions of pip.	The Clause stands removed

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		others:		
12.	Page No. 31/ Clause No. 1	Technical Specification of IP phone being provided to MD & CEO, EDs, GMs stationed at CO/HO, DGM/DHs, FGMs, LCBs, Zonal Mangers and others:	The phone should support mounting against a wall	The Clause stands removed
13.	Page No.32/ Clause No. 2	Technical Specification of Voice only IP phones being provided to Data Center, DR Site and other critical Bank operation team viz. NOC, SOC, EOD, RTGS/NEFT, CBS,	The phone should support QoS mechanism.	The revised clause is as follows: The phone should QoS mechanism through 802.1p

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		etc.:		
14.	Page No.32/ Clause No. 2	Technical Specification of Voice only IP phones being provided to Data Center, DR Site and other critical Bank operation team viz. NOC, SOC, EOD, RTGS/NEFT, CBS, etc.:	Media Encryption (SRTP) using AES	The revised clause is as follows: Media Encryption (SRTP) using AES - 128 bit encryption

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
15.	Page No.32/ Clause No. 2	Technical Specification of Voice only IP phones being provided to Data Center, DR Site and other critical Bank operation team viz. NOC, SOC, EOD, RTGS/NEFT, CBS, etc.:	Signaling Encryption (TLS) using AES	<p>The revised clause is as follows:</p> <p>Signaling Encryption (TLS) using AES - 128 bit encryption</p>
16.	Page No.32/ Clause No. 2	Technical Specification of Voice only IP phones being provided to Data Center, DR Site and other critical Bank operation team viz. NOC, SOC, EOD, RTGS/NEFT, CBS,	The phone should support mounting against a wall	The Clause stands removed

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
		etc.:		
17.	Page No.34/ Clause No. 3	Technical Specification of Centralized Management & Control device:	The IP Phone should support manual setting of user status to: Available, Away, Do Not Disturb (DND) etc.	The revised clause is as follows: The IP Phone solution should support setting up of user status to: Available, Away, Do Not Disturb (DND) etc.
18.	Page No.34/ Clause No. 3	Technical Specification of Centralized Management & Control device:	NA	Additional Clause: The solution alongwith IP Phones should be supported for a minimum of 6 years by OEM. Letter from OEM to be submitted in mentioning the same
19.	Page No.34/ Clause No. 3	Technical Specification of Centralized Management & Control device:	Should support the users to see other user's IP phone's on/off hook states	The Clause stands removed
20.	NA	NA	NA	Additional Clause: The proposed OEM Centralized Call Manager

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
				solution must have been deployed with a minimum of 2000 IP Phones in Banks/ Financial Institutions/ Government Organizations/Corporates in India in last three financial years
21.	Page No.24/ Clause No. 36	General terms	NA	<p>Additional Clause:</p> <p>Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of</p>

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
				such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc
22.	Page No.22/ Clause No. 33	Confidentiality	The successful bidder will have to enter into a Non Disclosure agreement (As per the format mentioned in RFP) with the	The NDA format has been enclosed as Annexure - I.

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
			Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data	
23.	Page No.5/ Para No. 3	RFP	Interested eligible bidders may submit their quotation for Providing Active Directory Management solution, as specified in Part-I as per the following procedure	The revised clause is as follows: Interested eligible bidders may submit their quotation for Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure, as specified in Part-I as per the following procedure
24.	Page No. 12/ Clause No. 2	Project Milestone and Timeline	Total time for Delivery and Installation for hardware & software for Centralised Management & Control server should not exceed Six (6) Weeks from the date of Purchase Order.	The revised clause is as follows: Total time for Delivery and Installation for hardware & software for Centralised Management & Control server should not exceed Eight (8) Weeks from the date of Purchase Order.

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

S No.	Page#/ Clause No.	Section/ Point	Details Provided in RFP	Response to Query / Remarks from Bank
25.	Page No. 2/ Clause No. 3	Last Date & Time for submission of Bids in Online & Offline Mode	09-11-2020 at 3.00 PM	17-11-2020 at 3.00 PM
26.	Page No. 3/ Clause No. 6	Date of opening of Technical (Part I) Bids (Online & Offline) Conformity to Eligibility Criteria	09-11-2020 at 4.30 PM at Indian Bank Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014	17-11-2020 at 3.30 PM at Indian Bank Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

Annexure – I

Non-Disclosure Agreement (NDA)

THIS AGREEMENT made and entered into aton this the.....day of.....2020 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches

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

The parties have entered into agreement dated _____ for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

1. Confidential information



Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

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

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

2. Use of Confidential Information

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

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

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

3.Exemptions

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

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

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

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

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

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

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

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

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

4. Term

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

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



Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1/2020-21 Date: 19/10/2020)

5. Title and Proprietary rights

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

6 .Return of confidential information

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

7. Remedies

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

8. Entire agreement

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

Supply, Installation and Maintenance of 170 nos. of IP telephones with centralized management and control infrastructure (Ref: CO/ITD/1134/R1 /2020-21 Date: 19/10/2020)

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Governing laws

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

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

BANK

.....

M/s

