

Ref: CO:ITD:1134/PO2:2020-21

Date: 22.02.2021

M/s Connectivity IT Solutions Pvt Ltd
No.1877, 1st Floor, 31st Cross,
10th Main, Banashankari 2nd Stage,
Bengaluru - 560070

PURCHASE ORDER

Dear Sir,

Sub: Supply, Installation and Maintenance of 5 no. of Cisco Webex Desk Pro IP telephony systems with 5 years support.

Ref: 1. Your Quote No.: CS-SQ-MUM-2020-21-001717 dated Feb-09-2021
2. GMs' negotiation committee meeting held on 17.02.2021
3. Revised Quote No.: CS-SQ-MUM-2020-21-001769 dated 22.02.2021

Indian Bank (hereinafter referred as "Purchaser") is pleased to place this order on M/s Connectivity IT Solutions Pvt. Ltd. (hereinafter referred as "Supplier") for Supply, Installation and Maintenance of 5 no. of Cisco Webex Desk Pro IP telephony systems with 5 years support.

The details of the items covered under this order, their cost and the terms and conditions are as follows:

1. PRICE SCHEDULE:

(Amount in Rupees, exclusive of taxes)

S No.	Description	Quantity	Unit Price	Total Price
1	Webex Desk Pro	5	4,64,000	23,20,000
2	Installation & Support	5	5,000	25,000
3	4 th Year AMC	5	5,000	25,000
4	5 th Year AMC	5	6,000	30,000
			Total	24,00,000

Total Price in Words: Rupees Twenty Four Lakhs only.

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

2. Payment Terms:

a) On Delivery & Installation:

100% of Invoice value to be paid within 30 days of receipt of Invoice after delivery and installation of equipment.

b) Subsequent AMC Payment

Subsequent AMC Payment for 4th & 5th Year to be paid in advance annually.



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3. Liquidated Damages:

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract

4. Performance Guarantee:

Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 3% of the contract value excluding AMC, i.e. Rs.70,350/- in the form of a Bank Guarantee, valid for 39 months with further one-month claim period.

5. Delivery Schedule:

Total time for Delivery and Installation for equipment should not exceed Six (6) Weeks from the date of Purchase Order.

6. Transit insurance

The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

7. Storage and erection insurance:

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.

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

8. Warranty & AMC:

Onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier.

- After completion of warranty period of three Years, AMC for 4th and 5th year at prices mentioned above will be entered.
- However, Bank reserves the right to go into AMC agreement with other vendors.

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9. CHANGE ORDERS

- The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
 - a. the method of shipment or packing;
 - b. the place of delivery; and / or
 - c. the Services to be provided by the Supplier;
- If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

10. PLACE OF DELIVERY:

Indian Bank, Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014

11. INSURANCE

- The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.
- The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.
- If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.

12. MAINTENANCE AND SUPPORT

- On Bank's request, the supplier has to provide necessary onsite support at no additional cost to bank during the contract period within 24 hours of receiving request from the Bank.
- Software implementation and maintenance including 24*7*365 onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- 99% up time to be maintained, calculated on a 24*7 basis per quarter for the centralised monitoring & control equipment supplied by the supplier. The penalty applicable for every 0.1 % drop in uptime is 0.05% of the cost of complete solution.
- Response with Level 1 diagnosis - 2 hours (telephonic or onsite), Uptime - 99 % uptime average on quarterly basis for the solution, Resolution - Within 8 hours on Site.
- Any issue arising in IP Phone/Webex Desk Pro systems (including Power Adapter) has to be resolved by the supplier within 36 hours from the time the call has been logged



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with supplier. The penalty applicable for every 1 hour drop in uptime of IP Phone/ Webex Desk Pro systems is 1% of the cost of a IP Phone/ Webex Desk Pro systems.

- If the issue with IP Phone/ Webex Desk Pro systems (including Power Adapter) is not resolved within 48 hrs, then the same has to be replaced by the supplier at no additional cost.
- The penalty will be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards ATS/AMC, bank reserves the right to invoke the performance security submitted by the supplier.

13. TERMINATION FOR DEFAULT

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

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

For the purpose of this clause:

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

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

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



14. TERMINATION FOR CONVENIENCE

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

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

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

15. SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 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:

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

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- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- f) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

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

16. INDEMNITY CLAUSE

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

17. BANK'S RIGHT TO VARY QUANTITIES

The Bank may at its discretion,

- a) Increase the requirement up to 10% at the time of placing order with vendor and,
Or
- b) Decrease the requirement up to 10% at the time of placing order with vendor
- c) Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.

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18. APPLICABLE LAW

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

19. PATENT RIGHTS

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

20. IT ACT 2000

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

21. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- IP Infringement indemnity
- Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

22. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

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

23. FORCE MAJEURE

The supplier 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



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or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

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

24. CONFIDENTIALITY

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

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

25. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

26. GENERAL TERMS

- The relationship between the Bank and supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and supplier hereto or any affiliates or subsidiaries thereof

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or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

- Three Years onsite warranty with 24/7 Support with 99% Uptime on Quarterly basis for the hardware.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- The laying of rack cable dressing and labelling should be done neatly without any financial implications.
- Detailed documentation of installation and solution has to be provided after successful installation.
- All cables and accessories to implement connectivity between Server & LAN Switches to be provided.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Supplier shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Supplier 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 Supplier, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Supplier shall be paid by the Supplier 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 Supplier's employees, agents, contractors, subcontractors etc. The Supplier 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 Supplier's employees, agents, contractors, subcontractors etc.
- Whatever not specifically mentioned herein, this purchase order is subject to the terms and conditions of the PO No: CO:ITD:1134/PO1:2020-21 dated 19.01.2021 and subsequent amendments and clarifications.

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27. ACCEPTANCE OF PURCHASE ORDER, CONTRACT FORM & NDA

Acceptance of purchase order should be submitted within 7 days of purchase order along with authorization letter. If for any reason the supplier backs out after issuance of purchase order or the purchase order issued to the supplier does not get executed in part / full, the supplier shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the supplier for a period of one year.

Addendum of Contract Form and Non-Disclosure Agreement (NDA) signed for CO:ITD:1134/PO1:2020-21 dated 19.01.2021 to be executed to include this order.

Yours Faithfully,

Chief Manger (ITD)

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Accepted the notification of award and
Agreed to the terms and conditions stipulated

Sign
Name
Designation
Date

For M/s. Connectivity IT Solutions Pvt. Ltd

(Authorized Representative)