



# इण्डियन ओवरसीज़ बैंक Indian Overseas Bank

केन्द्रीय कार्यालय : पो. बा. सं. 3765, 763 अणा सालई, चेन्नई 600002

सूचना प्रौद्योगिकी विभाग

Central Office: P.B. No. 3765, 763 Anna Salai, Chennai 600002

Information Technology Department

GSTIN: 33AAACI1223J1Z3

Email: midhwd@iobnet.co.in

Phone no. 044-2851 9458

PO no. ITD/ISD/125/A-37/2024-25

Date: 15.02.2025

To

M/s. Connectivity IT Solutions Pvt. Ltd.

No.1877, 1st Floor, 31st Cross,

10th Main, Banashankari 2nd Stage,

Bangalore - 560070

Dear Sir/Madam,

**SUB: PURCHASE ORDER FOR ANNUAL MAINTENANCE & ANNUAL TECHNICAL SUPPORT FOR EXISTING 6NOS OF CISCO NEXUS SWITCHES PROCURED VIDE PURCHASE ORDER REFERENCE NO. ITD/ISD/125/H-18/2021-22 DATED 02.09.2021**

This is with reference to your response to our LTE ref no: LTE/ITD/004/21-22 dated 18.05.2021 submitted towards supply installation and maintenance of Six Numbers of Cisco Nexus Switches and the original purchase order no. ITD/ISD/125/H-18/2021-22 DATED 02.09.2021 covering the warranty period of the hardware supplied as per the tender terms. Further we are issuing the purchase order towards the AMC/ATS contract for subsequent 4th to 7th year support as per the original tender terms & conditions, under the following terms & conditions.

**TABLE I - PRICE DETAILS:**

Sl. No	Description of the ITEM. Make & Model: CISCO NEXUS- N9K-C93108TC-FX-48P	Unit Price (Rs.)	Qty	Total Price (Rs)
1.	Cisco Nexus Switches with ACI License: 4 <sup>th</sup> year AMC: 03.01.2025 - 02.01.2026	Rs.71,667/-	6	Rs.4,30,002/-
2.	Cisco Nexus Switches with ACI License: 5 <sup>th</sup> year AMC: 03.01.2026 - 02.01.2027	Rs.71,667/-	6	Rs.4,30,002/-
3.	Cisco Nexus Switches with ACI License: 6 <sup>th</sup> year AMC: 03.01.2027 - 02.01.2028	Rs.71,667/-	6	Rs.4,30,002/-
4.	Cisco Nexus Switches with ACI License: 7 <sup>th</sup> year AMC: 03.01.2028 - 02.01.2029	Rs.71,667/-	6	Rs.4,30,002/-
5.	Total Support charges (Rupees: Seventeen Lakhs Twenty Thousand and eight only)			Rs.17,20,008/-

**Net Order Value: Rs.17,20,008/- (Rupees Seventeen Lakhs Twenty Thousand and eight only)**



## **Terms and conditions:**

### **1. PRICES AND TAXES:**

- a) The quoted prices shall be Exclusive of GST.
- b) The quoted prices are all inclusive of duties, technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
- c) Applicable taxes like TDS, Neft charges, Penalty if any, will be deducted from the amount payable.

### **2. PAYMENT TERMS:**

Payment for AMC charges shall be released in arrears on half yearly basis on submission of PO acceptance, execution of agreement (SLA), Performance Bank Guarantee, OEM backlining proof, invoice and the User division recommendation for release of payment.

### **3. AGREEMENT FOR PURCHASE & MAINTENANCE OF IT ASSETS AND / OR SERVICES:**

Company to execute the agreement in Rs.200/- stamp paper as per the format shared in the annexure I of this purchase order.

### **4. PERFORMANCE BANK GUARANTEE:**

Company to submit the performance Bank Guarantee annually for the tenure covering the yearly AMC contract, for an amount equivalent to 50% of the yearly AMC cost with a claim period of 12months ie. Rs.2,15,001/-

### **5. SERVICES UNDER COMPREHENSIVE AMC: as per the tender terms.**

#### **ANNUAL MAINTENANCE CONTRACT (AMC)/ANNUAL TECHNICAL SUPPORT (ATS):**

- a) Company will necessarily have to provide software/firmware upgrades during the currency of the Contract.
- b) Company to offer support/maintenance services during the AMC/ATS period similar to the one extended during the warranty period with OEM backlining back-to-back support.



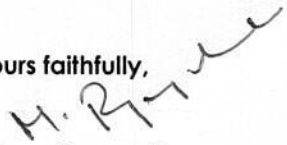
#### 6. SIGNING OF CONTRACT:

Within 7 days (inclusive of holidays) of receipt of the Purchase Order, the Company shall sign duplicate copy/Photocopy of the Purchase Order with date, affix Official Stamp and return it to the Bank as a token of having accepted the Purchase Order and terms and conditions.

#### 7. OTHER CONDITIONS:

All other terms and conditions as per LTE Ref No. LTE/ITD/004/21-22 dated 18.05.2021 along with the amendments and the original purchase order no. ITD/ISD/125/H-18/2021-22 DATED 02.09.2021 for Supply, Installation and Maintenance of six numbers of CISCO NEXUS SWITCHES along with ACI License and subsequent amendments, should be complied with.

Yours faithfully,

  
(Riyaz Ahamed)  
Chief Manager



FOR COMPANY'S USAGE ONLY

We accept all the terms and conditions of this Purchase Order

**PO No. ITD/ISD/125/A-37/2024-25 dated 15.02.2025**

Date:

Signing Authority

Company Seal

## Annexure I:

### **AGREEMENT FOR PURCHASE AND MAINTENANCE OF IT ASSETS AND / OR SERVICES**

This Agreement is executed at Chennai on ..... between Indian Overseas Bank, a body corporate constituted under the provisions of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "Bank" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

#### **AND**

....., (**Name of the company**) a Public/ Private (strike out whichever is not applicable) limited company incorporated under the Companies Act, 1956 and having its registered office at ..... hereinafter referred to as "**Vendor**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

This agreement should be read along with the RFP/LTE/PO and its amendments.

#### **WHEREAS:**

the Bank desires to engage the services of Vendor as Service provider for ..... as stated in the scope (Details as given in the Schedule A) of RFP/ITD/..... dated ..... and issued a Purchase Order (PO) No. ITD/..... dated ..... This Agreement is valid as per the terms mentioned in PO and RFP (and its amendments, if any) & the existing terms stands continued till renewal of the existing contracts, and for the subsequent renewals thereof as agreed by both the parties

and

Vendor has executed the Integrity Pact on ..... and agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in RFP/ PO/ hereunder.

**NOW, THEREFORE, the Parties agree as follows:**

#### **1. Definitions and Construction.**

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:

- 1.1.1. "**Party**" or "**Parties**" shall mean either Bank or the vendor or both, as the case may be.
- 1.1.2. "**Effective Date**" means the date of acceptance of Purchase order.
- 1.1.3. "**Confidential Information**" of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Bank Intellectual Property and all other information of Bank or its





providers, customers (including their employees and job applicants), suppliers, contractors and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the vendor, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term "Confidential Information" shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the vendor, any and all (i) vendor Intellectual Property and New Intellectual Property, (ii) information or documentation relating to vendor's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of vendor or its partners, customers (including their employees), suppliers, contractors and other third parties doing business with the vendor, and (iv) any information developed by reference to or use of vendor's Confidential Information.

1.1.4. **"Intellectual Property"** shall mean any patent, copyright, trademark, or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) software, tools and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics, and other written documentation, and (d) proprietary trade names, brands, logos or slogans.

1.1.5. **"Losses"** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).

1.1.6. **"Services"** shall mean, collectively, the services being provided by the vendor pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.

## 2. **Services.**

Commencing on the Effective Date and continuing throughout the Term, Vendor shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Schedule A, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

## 3. **Commercial Terms:**

As per PO No. ITD/ISD/125/...../2024-25 Dated: .....

## 4. **Period of Contract:**

Period of contract is ..... years from the date of acceptance of the referred Purchase Order i.e., ..... and this agreement will valid till subsequent renewals of contract (if any).

## 5. **Operational Capabilities and Implementation.**



- 5.1. Vendor shall provide such personnel and such Vendor Systems necessary to provide the Services described in Schedule A.
- 5.2. The provision of Services to the Bank and the timelines shall be in accordance with the Scope of Services set forth in Schedule A.

**6. Management and Control.**

Vendor shall be responsible for the successful completion of Services and Vendor Customer Relationship Manager shall be the single point of contact for all communications and support in this regard. Vendor shall be subject to the Change Control Procedures, which shall provide, at a minimum, that:

With respect to all changes, Vendor shall (a) schedule Changes so as not to unreasonably interrupt Bank's business operations, and (b) prepare and deliver to Bank a notice and schedule for any planned Changes prior to the implementation.

Vendor shall update the Change Control Procedures as necessary and shall provide such updated Change Control Procedures to Bank for its approval and the same will be confirmed to Vendor by the Chief Operating officer.

**7. Consents.**

Vendor shall obtain, maintain and keep current, at Vendor's expense, all Consents and Governmental Approvals. Upon Vendor's request, Bank shall use its reasonable best efforts to cooperate with and assist Vendor in obtaining any such Governmental Approvals, to the extent reasonably possible.

**8. Audits Rights.**

Upon notice from Bank, Vendor/ Sub contractor, if engaged by the vendor, shall provide records for inspection and assist Bank, or its designated third party contractor, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Vendor, with access to and any assistance (including financial records, reports and supporting documentation) that they may require with respect to the Service Locations and the Vendor Systems for the purpose of performing audits or inspections of the Services. Audit will be limited to documents and all activities connected to the services rendered under this agreement, performance of the services in current project and bidding process documents under this agreement. However, vendor shall not be obligated to provide any internal cost break up, or any records/ data or allow audit/ inspection of any data, records which are not related to services under the agreement.

The Vendor/Sub-contractor agrees to allow RBI or persons authorised by it to access the Bank's IT infrastructure, applications, data, documents or any other necessary information given to, stored or processed by the service provider and/ or its sub-contractors in relation and as applicable to the scope of the outsourcing arrangement for the purpose of inspection and audit.

**9. Bank's Trademarks:**

Bank's trademarks, service marks and trade names are the property of Bank, and Vendor agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Vendor agrees not to register any Bank trademarks, service marks or trade



names without Bank's approval. Vendor shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Vendor by Bank.

**10. Confidentiality.**

The Vendor shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Vendor shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, subcontractors, and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

"In case the Vendor In case the Vendor breaches the confidentiality obligations and any loss is caused to the Bank due to such breach, the Vendor shall compensate the Bank to the extent of quantified loss. The Vendor indemnifies the Bank that any loss occurred to the Bank shall be adequately compensated based on mutually agreed basis and in the event of failing to arrive at a consensus as regards the quantum, the Bank can resort to legal recourse applicable under existing provisions of law to determine the loss."

**11. Additional Covenants.**

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable permits and licenses required of them in connection with its obligations under this Agreement.
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Vendor Systems, or Confidential Information; and
- 3) In respect of development of Software, the Business logic for the software developed is the sole proprietary of the bank and the same shall not be shared without prior written consent of the Bank.

**12. Insurance.**

Without limiting Vendor's liability to Bank or third parties, Vendor will maintain will have and maintain such types and amounts of liability insurance as is normal and customary in the industry generally for parties similarly situated and will upon request provide the Bank with a copy of its policies of insurance in that regard, along with any amendments and revisions there to. The financial liability of Vendor during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed the fee it receives under the agreement.

**13. Indemnity:**





The vendor shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by vendor or its agents or its employees on account of engaging the services from vendor.

**14. Termination.**

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

**14.1 Termination for Default:**

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

a) if the vendor fails to deliver the goods/ services within the period(s) specified in the Purchase Order

or

b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, goods and related services, similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Hardware and related services subject to the maximum cap of 10% of the undelivered portion. However, the vendor shall continue performance of the Contract to the extent not terminated.

**14.2 Termination for Insolvency:**

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**14.3 Termination for violation of Integrity Pact:**

The vendor agrees that if they make incorrect statement on the Integrity Pact, and found later, i.e., after awarding of the contract, the contract is liable to be terminated for such reason.

**14.4 Termination for other actions:**





The bank has the right to terminate the agreement with immediate effect if the Vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/ inaction or breach of this agreement caused by Vendor or its agents or its employees.

In the event of termination of the outsourcing agreement for any reason in cases where the service provider deals with the customers of the RE, the same shall be given due publicity by the RE to ensure that the customers stop dealing with the concerned service provider.

#### **15. Termination Assistance.**

15.1 Vendor shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor's possession.

15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):

- (a) return, destroy or erase all Intellectual Property of the other Party; and
- (b) return to the other Party all assets owned, licensed, or leased by the other Party.

#### **16. Resolution of Disputes:**

The Bank and the vendor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the vendor which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

1. In the event of any dispute between the bank and the vendor in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/ expenses for dispute resolution shall be equally shared by both Bank and the vendor.
2. In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. In case of Arbitration the same shall be done in accordance with the Rules of Arbitration of the "SCOPE" and the award made in pursuance thereof shall be final and binding on the parties. Courts of



Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

**17. Force Majeure:**

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure, it shall forthwith notify the other Party of its nature and extent.

**18. Assignment:**

The vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

**19. Notices:**

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

**20. Waivers:**

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

**21. Entire Agreement:**

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.

**22. Amendments:**

No amendment to, or change, waiver, or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

**23. Governing Law and Jurisdiction:**

This Agreement and the relationship between hereto shall be governed by the laws of India.

**24. Disaster Recovery and Business Continuity Plan:**

The vendor shall have a clear Disaster Recovery and Business Continuity Plan in place for support services and shall submit the BCP plan to the Bank. It is to be ensured that the BCP plan for Disaster recovery must have arrangements in different seismic zone.



Vendor agrees to ensure having backup arrangements of skilled/essential personal to operate critical functions onsite during exigencies including but not limited to pandemic situations.

Vendor for the purpose of performance of the contract agrees to have back-to-back arrangements with OEMs/OSDs to support the deliverables/services to be provided to the Bank.

## **25. Preservation of Documents and Data:**

"Vendor shall, at all times, comply with the provisions contained in the Information Technology Act, 2000 and the statutory rules framed there under, from time to time, in so far as the same is applicable to its operations in accordance with this Agreement, and also with all other Laws, rules and regulations, whether already in force or which may be enacted anytime in the future pertaining to data security and management, data storage, sharing and data protection, as also with the National Identification Authority of India Bill, as and when the same is enacted into a law and comes into force, and shall ensure level of compliance required under such laws".

## **26. Severability:-**

If any Clause or part thereof, of this Agreement or any agreement or document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Laws effective during the term of this Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties the benefits and obligations under such provision.

## **27. Notices:**

All notices, requests, demands, waivers and other communications required or permitted to be given under the Agreement shall be in writing through email or postal mail/courier to be sent to the following addresses:

**For Service Provider: Address:**

**Tel:**

**Email:**

Or, in each case, at such other address as may be specified in writing to the other Parties in accordance with the requirements of this Clause. All such notices, requests, demands, waivers and other communications shall be deemed duly given

- (i) if by personal delivery, on the day after such delivery,
- (ii) if by certified or registered mail, on the tenth day after the mailing thereof,
- (iii) if by courier service or similar service, on the day delivered, or
- (iv) if by facsimile, email, on the day following the day on which such facsimile or email was sent and, in the case of a facsimile, electronic confirmation of receipt is received.

All notices to be sent by Service Provider to the Merchant shall be sent to the Bank and to the address of the Merchant provided by the Bank. It will be the Bank's responsibility to ensure that the





respective merchant receives the notice and complies by the same. The Bank shall be liable for any non-compliance of the notice.

28. The Vendor shall be solely responsible for performance of the terms and conditions of the contract and on such performance any data breach happens or the Vendor is not in a position to provide the services and in the event of service unavailability due to any circumstance, the same has to be brought to the notice of the Bank immediately by the Vendor to enable the Bank to take prompt risk mitigation measures and to ensure compliance with statutory and regulatory guidelines. This is besides the indemnity and legal recourse available to the Bank to claim damages for such breach resulting in loss to the Bank.

29. The scope of Service provided by the Vendor to the Bank shall be subject to regular monitoring and assessment by the Bank periodically and the Vendor shall assist the Bank and provide necessary details to the Bank to carry out the same. Vendor shall inform the Bank immediately in case he is unable to perform to the agreed standard due to any reason to avert risk and also shall take prompt corrective measures advised by the Bank.

30. The Vendor acknowledge The Vendor acknowledges and agrees that the direction issued by the RBI as the Regulator of the Bank in relation to the outsourcing activities of the Bank shall continue to govern them as and when such directions are issued and agree to adhere to the said directions of RBI.

IN WITNESS WHEREOF, each of Bank and Vendor has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Indian Overseas Bank Signature	For Vendor Signature
Name:	Name:
Title:	Title:
Date:	Date:

#### **SCHEDULE A**

**1. Scope of Services/ Technical Specification/ Terms and Conditions:**

As per referred RFP/ PO terms and its subsequent amendments (if any).

**2. Other terms and conditions:**

- a) Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.





- b) Vendor has to submit a letter duly signed by his employees wherein the vendor will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.
- c) Vendor has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the vendor will be held liable for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing, either by the vendor or its employees or by both.



## Annexure II:

### PROFORMA OF BANK GUARANTEE (PERFORMANCE)

**THIS GUARANTEE AGREEMENT** executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty-Five.

**BY:**

\_\_\_\_\_ Bank, (\*) a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

#### IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank, on \_\_\_\_\_ has concluded a contract as per Purchase Order no.....with \_\_\_\_\_ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at \_\_\_\_\_ for .....(provide contract details) and to carry out activities as stipulated in clause ..... of the tender reference no.....dated..... & its subsequent amendments (hereinafter collectively called "**scope of work**").
2. **AND WHEREAS** pursuant to the Bid Documents, purchase order and the other related documents (hereinafter collectively referred to as "**the said documents**"), the Bank has agreed to purchase from M/s..... who has agreed to provide to the Bank the said services/solution ....., more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract with M/s. .... on ..... (Hereinafter referred to as "**the Vendor**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.
4. **AND WHEREAS** in terms of the Contract stated in the said documents, the **vendor** has agreed to warrant comprehensive maintenance of the entire .....



including the System, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)("Guarantee Amount") being .....% of the net order value towards faithful observance and performance by the Vendor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

- a) The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs .....(the amount equal to .....% of the net order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.
- b) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
- c) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.



- d) To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
- e) The liability of the Guarantor, under this Guarantee shall not be affected by
- i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or
  - ii) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
  - iii) acquisition or nationalisation of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
  - iv) any change in the constitution of the Bank / Vendor; or
  - v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs. \_\_\_\_\_ only.
- ii) This Bank guarantee shall be valid up to \_\_\_\_\_ only, being the date of expiry of the Guarantee.
- iii) We are liable to pay up to the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....\*\* being the date of expiry of the claim period, falling which all your rights shall be extinguished and Guarantor shall be discharged from all liabilities thereunder, irrespective of return/non-return of original Bank Guarantee.

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_

by the hand of Shri. \_\_\_\_\_





its authorised official.

(\*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(\*\*) There shall be a **claim period of 12 months** from the date of expiry of the guarantee.

**Note: Bank shall mandatorily use SFMS 760COV message protocol for inland BG.**

