

Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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

PURCHASE ORDER

Committee
Dear Sir,

Sub: Supply, installation & Maintenance of 12 Nos. of Webex enabled IP Phones (Deskpro) with three years warranty and two years AMC.

**Ref: 1. PO Ref:CO:ITD:1577/PO1:2021-22 dated 23/12/2021
2. Your mail dated 22/06/2023**

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 Webex enabled IP Phones with 3 years warranty and 2 years AMC.

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

1. PRICE SCHEDULE:

• Webex enabled IP Phones (Deskpro):

SI No	Description	No. of Units	Unit Price (including Warranty of 3 years) (B)	Total Price (including Warranty of 3 years) (C = A*B)	AMC rate/unit/per year (for 4th and 5th year) (D)	Total AMC price (E=A*D*2)	Total price inclusive of AMC for 5 years (F=C+E)
1	Webex enabled IP Phones with 3 years warranty) (Cisco Webex Desk Pro)	12	2,38,412.63	28,60,951.56	23,086.48	5,54,075.52	34,15,027.08
2	One Time Implementation Charges	12	5,000.00	60,000.00	NA	NA	60,000.00
Total Amount (exclusive of taxes) ::				29,20,951.56	23,086.48	5,54,075.52	34,75,027.08

Total Price in Words: Rupees Thirty-Four Lakhs Seventy-Five Thousand Twenty-Seven and Eight Paise 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. PROJECT MILESTONE AND TIME LINE

Total time for Delivery and Installation for hardware & software should not exceed Eight (8) Weeks from the date of issue of Delivery Instruction.

3. PERFORMANCE GUARANTEE

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security INR equivalent to 3% of the contract value, i.e.




Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

Rs. 1,04,250/- in the form of a Bank Guarantee, valid for 63 months with further one-year claim period.

- The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

4. PAYMENT TERMS

IP Phones (Webex Desk Devices/Video/Voice)

- One Hundred (100) % of the price of the Hardware delivered & installed at the respective location mentioned in Purchase order will be paid within 15 days of submission of Invoice copy and Proof of delivery & Installation Certificate duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

Implementation Charges

- 100% implementation charges will be paid on installation and go-live of the solution/IP Phones.

AMC charges for 4th and 5th Year

- Payment towards 4th and 5th Year AMC for the Webex Desk Pro will be paid yearly in advance

5. DELAYS IN THE SUPPLIER'S PERFORMANCE

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

6. 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 0.50% 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.

7. 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:
 - the method of shipment or packing;
 - the place of delivery; and / or
 - the Services to be provided by the Supplier;





Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

- 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.

8. PLACE OF DELIVERY

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

9. 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.

10. WARRANTY/AMC

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- This 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. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.
- 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.

11. 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.
- Any issue arising in Webex Desk Pro (Webex enabled IP Phone) (including Power Adapter) has to be resolved by the supplier within 36 hours from the time the call




Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

has been logged with supplier. The penalty applicable for every 1 hour drop in uptime of IP Phone is 1% of the cost of a Device.

- If the issue with Webex Desk Pro (Webex enabled IP Phone) (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.

12. 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

13. 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:





Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. 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.

14. SETTLEMENT OF DISPUTES

- a) 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.
- b) 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.
- c) 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 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.
- 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.




Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

- 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

15. 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.

16. 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.

17. APPLICABLE LAW

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

18. 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.

19. 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.

20. 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

- a. IP Infringement indemnity
- b. 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




Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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.

c. 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.

21. 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.

22. 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 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.

23. 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.



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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

24. 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.

25. 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 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.
- Detailed documentation of installation and solution has to be provided after successful installation.
- 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



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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.

- The detailed background check report for the resources or certificate to the effect that background check is done for the resources should be provided to the bank. Whenever a resource is changed, the background check document should be provided for the new entrant.
- Whatever not specifically mentioned herein, this purchase order is subject to the terms and conditions of the RFP No: CO:ITD:1134/R1:2020-21 dated 19.10.2020 and subsequent amendments and clarifications, PO No: CO: ITD:1134/PO1:2020-21 dated 19.01.2021 and PO No._CO:ITD:1577/PO1:2021-22 date: 23.12.2021.

26. 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.

Within fifteen (15) days of issue of Purchase order, the supplier shall sign the Contract as per **Annexure I** and Non-Disclosure Agreement (NDA) as per **Annexure-IV** and return it to the Bank.

Yours Faithfully,


Chief Manager (ITD)

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)



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

Annexure I

CONTRACT FORM

THIS AGREEMENT made theday of.....2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bid vide email dated 24.11.2021 for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

[Handwritten signatures]



Ref: CO:ITD:1577 / PO2:2023-24

Date: 27.06.2023

S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE

TOTAL VALUE:

DELIVERY SCHEDULE:

- Total time for Delivery and Installation for hardware & software should not exceed Eight (8) Weeks from the date of Purchase Order.

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

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

Signed, Sealed and Delivered by the
said (For M/s Connectivity IT Solutions Pvt Ltd)
in the presence of:.....



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

Annexure II
PERFORMANCE GUARANTEE FORM

Bank Guarantee No.

Date:

To: INDIAN BANK,
Chennai,
INDIA:

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

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

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

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

This guarantee is valid until the day of 2022

Signature of Authorized Official with Seal

.....

Date 2022

Address:

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

(Signature)



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

Annexure III

**PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER
COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT**

Date:

Sub: Certificate Of Completion Of Milestone For Delivery and Installation Of Hardware And Software Licenses Supplied.

Ref: Purchase Order No.

1. This is to certify that the milestone _____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the phase _____
- (c) Deliverables in the phase _____
- (d) Date of Initiation of Phase _____
- (e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ___ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a) _____
- (b) _____

Signature _____

Name _____

Designation with date and stamp _____

*Explanatory notes for filling up the certificates:

- (a) The Supplier has adhered to the time schedule specified for the phase in the contract in dispatching the documents pursuant to Technical Specifications.
- (b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.




Annexure-IV

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2022 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 "**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 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 Upgradation of existing Cisco make IP Phone infrastructure solution by procuring Cisco make IP Phones and necessary software licenses for existing centralized software for managing the IP phones "(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

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



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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:

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



Ref: CO:ITD:1577/PO2:2023-24

Date: 27.06.2023

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.

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.



Ref: CO:ITD:1577 / PO2:2023-24

Date: 27.06.2023

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

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M/s



