

Ref: CO: ITD:3179/PO1:2023-24

Date: 05.02.2024

To,

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: Purchase order for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028.

- Ref. I. Bank's RFP Ref No: CO/ITD/1134/R1/2020-21 dated 19.10.2020.
II. Purchase Order Ref. CO/ITD/1134/PO1/2020-21 dated 19.01.2021 issued by Bank.
III. Your quotation dated 09.11.2023 and 11.12.2023 for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028.
IV. Your revised quotation dated 03.02.2024 for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028, after GM's Negotiation meeting dated 08.01.2024.

Indian Bank (hereinafter referred as "Bank/Purchaser") is pleased to place the purchase order on M/s **Connectivity IT Solutions Pvt Ltd.** (hereinafter referred as "Vendor/Supplier") for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses on for the period from 13.03.2024 to 31.03.2028, with following terms and conditions.

1. PRICE SCHEDULE:

Total price under this purchase order will be **15,03,996.24 (Rupees Fifteen Lakh Three Thousand Nine Hundred Ninety-Six and Paise Twenty-Four only)** plus applicable taxes as per the details provided below:



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AMC for total 170 IP Phones with service level description SNTC-8X5XNBD of M/s CISCO.

(Exclusive of taxes)

SI No	Product Description	Qty	AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.) per unit	Total AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.)
1	Voice & Video Ip Phones • Make- Cisco Model-8865	147	6038.66	8,87,683.02
2	Voice only Ip Phones • Make- Cisco Model-8811	23	2601.27	59,829.21
Total		170		9,47,512.23

Renewal details of Software Licenses

(Exclusive of taxes)

SI No	Product Description	Qty	AMC Cost for the period from 13.03.2024 to 31.03.2028 per unit (in Rs.)	Total AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.)
1	NU-On Premises Calling Enhanced (Part No-A-FLEX-NUPL-E)	170	2920.80672	4,96,537.14
2	Expressway Rich Media Session Smart Licensing (Part No-A-FLEX-EXPWY-RMS-S)	5	11989.37376	59,946.87
Total		175		5,56,484.01

Grand Total is Rs. 15,03,996.24 (Rs. 9,47,512.23 + Rs. 5,56,484.01) (Rupees Fifteen Lakh Three Thousand Nine Hundred Ninety-Six and Paise Twenty-Four only) exclusive of taxes.

2. SCOPE OF WORK:

All 170 IP Phones (23 no. Voice only and 147 no. Voice & Video IP Phones) including Software solution shall be maintained by M/s **Connectivity IT Solutions Pvt Ltd** for the period from 13.03.2024 to 31.03.2028. The AMC support should be service level description SNTC-8X5XNBD of M/s CISCO.

3. 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



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applicable for every 0.1 % drop in uptime is 0.05% of the cost of AMC of the 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 (including Power Adapter) has to be resolved by the supplier within 36 hours from the time the call has been logged with supplier. The penalty applicable for every 1 hour drop in uptime of IP Phone is 1% of the cost of AMC of IP Phone.
- If the issue with IP Phone (including Power Adapter) is not resolved within 48 hrs from the time the call has been logged with supplier, then the same has to be replaced by the supplier at no additional cost.
- In case of penalty, bank reserves the right to invoke the performance security submitted by the supplier.
- The maximum penalty amount (if any) should not exceed 5% of the total Order value.

4. ACCEPTANCE OF PURCHASE ORDER, CONTRACT FORM & NDA

Signed copy of purchase order should be submitted within 7 days of purchase order along with authorization letter as an acknowledgement of acceptance of Purchase order. 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, Bank shall 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-III** and return it to the Bank.

5. TERMS OF PAYMENT:

Payment will be made in advance with following terms: -

On submission of invoice: 100% of the invoice amount will be paid within 30 days on submission of Invoice, subject to acceptance of Purchase order, submission of Performance Bank Guarantee, submission of back to back supporting document for service contract & software license with validity upto 31.03.2028 with M/s CISCO (must view in Website of M/s CISCO), Contract Form, NDA etc.

TDS, GST TDS, will be deducted from the payment, as applicable.

6. PERFORMANCE GUARANTEE:

Performance Security in the form of Bank Guarantee of **Rs. 75,199.81** @ 5% of Order Value, valid till 60 days beyond AMC End Date (31.03.2028) has to be submitted by the vendor, within 15 days from the issue of Purchase Order.

The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.



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If not invoked, the Performance Security will be discharged by the Bank and returned to the Vendor after expiry of claim period.

Terms and Conditions:

1. All other terms & conditions are same as mentioned in PO ref. no. **CO/ITD/1134/PO1/2020-21 dated 19.01.2021.**
2. Contract Period: from 13.03.2024 to 31.03.2028.
3. A single point of contact should be designated whose Email ID & Contact number should be shared with Corporate Office and Zonal Offices for all the service related issues within One Week from the date of this Purchase Order.

Please return the duplicate copy of this PO duly signed by the authorized signatory of your company.

Yours Faithfully,

Satya Prakash Singh

Chief Manger (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)

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Annexure I

CONTRACT FORM

THIS AGREEMENT made theday of.....2024 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 M/s Connectivity IT Solutions Pvt. Ltd. (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 quote vide email dated 03.11.2023 for certain Goods and ancillary services viz., "Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028". (Brief Description of Goods and Services) and has accepted a quote by the Supplier for the provision of those goods and services in the sum for Rs. 15,03,996.24 (Rupees Fifteen Lakh Three Thousand Nine Hundred Ninety-Six and Paise Twenty-Four only) plus applicable taxes (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) RFP Ref No: CO/ITD/1134/R1/2020-21 dated 19.10.2020.
- (b) Purchase Order Ref. CO/ITD/1134/PO1/2020-21 dated 19.01.2021
- (c) Your quotation dated 09.11.2023 and 11.12.2023 for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028.
- (d) Your revised quotation dated 03.02.2024 for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of applicable software licenses for the period from 13.03.2024 to 31.03.2028, after GM's Negotiation meeting dated 08.01.2024.
- (e) the Conditions of Contract;
- (f) the Purchaser's order Ref No: CO: ITD:3179/PO1:2023-24 Dated 05.02.2024

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



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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:

AMC for total 170 IP Phones with service level description SNTC-8X5XNBD of M/s CISCO.
(Exclusive of taxes)

SI No	Product Description	Qty	AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.) per unit	Total AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.)
1	Voice & Video Ip Phones • Make- Cisco Model-8865	147	6038.66	8,87,683.02
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Total		170		9,47,512.23

Renewal details of Software Licenses

(Exclusive of taxes)

SI No	Product Description	Qty	AMC Cost for the period from 13.03.2024 to 31.03.2028 per unit (in Rs.)	Total AMC Cost for the period from 13.03.2024 to 31.03.2028 (in Rs.)
1	NU-On Premises Calling Enhanced (Part No-A-FLEX-NUPL-E)	170	2920.80672	4,96,537.14
2	Expressway Rich Media Session Smart Licensing (Part No-A-FLEX-EXPWY-RMS-S)	5	11989.37376	59,946.87
Total		175		5,56,484.01

TOTAL VALUE: Rs. 15,03,996.24 (Rs. 9,47,512.23 + Rs. 5,56,484.01) (Rupees Fifteen Lakh Three Thousand Nine Hundred Ninety-Six and Paise Twenty-Four only) exclusive of taxes.

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:



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Annexure II
Performance Security Form

Bank Guarantee No.

Date:

To,
INDIAN BANK
INFORMATION TECHNOLOGY DEPARTMENT
66, RAJAJI SALAI
CHENNAI-600001

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider") has undertaken, in pursuance of Purchase Order Ref. No. CO: ITD: 3179/PO1:2023-24 dated 05.02.2024 for Annual Maintenance Contract (AMC) of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of software licenses for the period from 13.03.2024 to 31.03.2028 (Description Services) (hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider 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 theday of.....20.....

Signature of Authorised Official with Seal

.....
Date.....20.....



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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.
3. Please note that guarantee to be valid for 51 months with further One year claim period month as per Clause 6 of Purchase Order Ref No CO: ITD:3179/PO1:2023-24 Date: 05.02.2024.



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Annexure-III

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at on this the.... day of.....2024 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 Connectivity IT Solutions Pvt. 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 Annual Maintenance service for 170 IP Phone (23 audio enabled and 147 audio-video enabled) and applicable software licenses for the period from 13.03.2024 to 31.03.2028.

M/s Connectivity IT Solutions Pvt. Limited has been engaged in the business of -----

The parties have entered into agreement dated _____ for Annual Maintenance of 170 IP Phone (23 audio enabled and 147 audio-video enabled) and renewal of software licenses for the period from 13.03.2024 to 31.03.2028 on nomination basis "(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 shall be made



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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 a made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

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



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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.

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.



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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 authorized signatories

BANK

.....



M/s