



इण्डियन ओवरसीज बैंक Indian Overseas Bank

केन्द्रीय कार्यालय : पो. बा. सं. 3765, 763 अण्णा सालई, चेन्नई 600002
सूचना प्रौद्योगिकी विभाग
Central Office : P.B. No. 3765, 763 Anna Salai, Chennai 600002
Information Technology Department
GSTIN: 33AAACI1223J1Z3

Tel: 2851 9458

email: midhwd@jobnet.co.in

Ref: ITD/ISD/125/H-18/2021-22

Date: 02.09.2021

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 SUPPLY, INSTALLATION AND MAINTENANCE OF SIX (6) no's of CISCO NEXUS SWITCHES (N9K-C93108TC-FX – 48 Port)

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. In this regard we are pleased to place purchase order with you for the following as per the terms and 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	₹1196667	6	₹7180002
2.	Total Cost (Rupees: Seventy One Lakhs eighty thousand and two only)			₹7180002

Net Order Value: Rs.71,80,002/- (Rupees Seventy-One Lakhs Eighty Thousand and two Only)

TABLE II – AMC CHARGES:

Sl. No	Description of the ITEM	Unit Price	Qty	Total Price (Rs)
1.	AMC charges for 4 th Year	Rs.71,667/-	6	Rs.4,30,002/-
2.	AMC charges for 5 th Year	Rs.71,667/-	6	Rs.4,30,002/-
3.	AMC charges for 6 th Year	Rs.71,667/-	6	Rs.4,30,002/-
4.	AMC charges for 7 th Year	Rs.71,667/-	6	Rs.4,30,002/-
5.	Total Support charges (Rupees: Seventeen Lakhs Twenty Thousand and eight only)			Rs.17,20,008/-

Terms and Conditions:

PO: H-18/21-22 dated 02.09.21 for supply, installation & maintenance of 6 no's of Cisco Nexus switches with ACI License

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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. DELIVERY SCHEDULE:

The hardware should be delivered at our Primary Data Centre & Central office in Chennai, Disaster Recovery Site at Hyderabad, within 10 weeks from the date of acceptance of the Purchase Order as per the terms set out in clause 1.5 of the LTE Ref No. LTE/ITD/004/21-22 dated 18.05.2021 and its amendment as per list enclosed along with this purchase order.

Delivery Locations: -

Address -Primary Data Centre(PDC) -Chennai --- qty-3 no's
M/s STT Global Data Center, No.4, Swami Sivananda Salai, Chennai -Phone No: 044-66140800 / 66140801
Address - Disaster Recovery Site(DRS)- Hyderabad --- qty-2 no's
M/s. Ctrl S Data Centre's Limited, Plot No.16, Software Units Layout, Madhapur, Hitech-City, Hyderabad-500 081, Phone No: 040-23421500
Address- Network Division (NMD), IOB- Central office --- qty-1 no
Information Technology Department, Indian Overseas Bank, Central office-, 763, Mount Road, Chennai, Tamilnadu-600002, 044 2851-9459/9471/9466

3. INSTALLATION & OPERATIONALISATION – SCOPE OF WORK

Installation & operationalization of the hardware to be done at the locations by the bidder as per the terms and conditions stipulated vide clause no:1.6 of the LTE ref no: LTE/ITD/004/2021-22 dated:18.05.2021 and its subsequent amendments.

4. PAYMENT TERMS:

Payment will be released strictly as per Clause 1.10 & 1.5 and on submission of Bank Guarantee as per clause 1.9 of LTE/ITD/004/21-22 dated 18.05.2021 and its subsequent amendments, if any.

5. COMPREHENSIVE ON SITE WARRANTY:

The Successful Bidder shall warrant that the Hardware as stipulated in Annexure I supplied is new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The bidder shall warrant that all Hardware supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Hardware. Warranty includes free spare parts, kits etc. and provide software/firmware upgrades during the warranty period. The Hardware should have an initial comprehensive on-site warranty with OEM BACK TO BACK SUPPORT for a period of 3 years from the date of installation or 37 months from the date of delivery of hardware whichever is earlier. The word 'warranty' in this document refers to 'comprehensive onsite warranty'. In case the delay in installation is due to the vendor then the warranty starts from the date of

installation. The bidder should provide all the support for firmware/software upgrade to the hardware during the currency of the contract.

6. ANNUAL MAINTENANCE CONTRACT (AMC)/ANNUAL TECHNICAL SUPPORT (ATS):-

- a) Bank shall enter into AMC for the supplied six nos' of L3 switches with the Bidder at the pre-determined Rates as mentioned in the Table:2. Bank reserves its right to decide whether or not to enter into AMC with the bidder, after post warranty period.
- b) AMC Payment shall be made in arrears on half year basis. Bidder will necessarily have to provide software/firmware upgrades during the currency of the Contract.
- c) AMC / ATS with OEM back to back support as per the terms set out in clause 1.8 of the LTE Ref No. LTE/ITD/004/21-22 dated 18.05.2021 and its amendment as per list enclosed along with this purchase order.

7. DELIVERY OF PERFORMANCE BANK GUARANTEE:

Within 15 days from the date acceptance of purchase order, the successful bidder shall furnish a Bank Guarantee (for delivery, installation & performance) for an initial period of 36 months for an amount equal to 3% of the total order value covering the period of comprehensive on-site warranty (**as per format enclosed in Annexure II**) with a claim period of 12 months from the date of expiry of guarantee.

8. SERVICE LEVEL AGREEMENT & NON DISCLOSURE AGREEMENT:-

Within 15 Days (Exclusive of Holidays) of acceptance of the purchase order, company to execute a service level agreement and Non-Disclosure Agreement as per the format annexed along with this purchase order.

9. ACCEPTANCE OF CONTRACT:

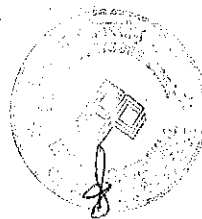
Within 3 days (exclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

10. OTHER TERMS & CONDITIONS:

All other terms and conditions as per LTE Ref No. LTE/ITD/004/21-22 dated 18.05.2021 for Supply, Installation and Maintenance of six numbers of CISCO NEXUS SWITCHES along with ACI License and subsequent amendments, a copy of which is enclosed should be complied with.

Yours faithfully,


(Anil Sam George V)
Chief Manager



We hereby provide the acceptance to the terms and conditions of the purchase order no: ITD/ISD/125/H-18/2021-22 dated:02.09.2021 and LTE ref no: LTE/ITD/004/21-22 dated 18.05.2021 and its subsequent amendments issued.

Authorized Signatory

Date of acceptance:

ANNEXURE-I (A)

DETAILED BILL OF MATERIAL

SWITCH MODEL: CISCO NEXUS -93108TC-FX-48P

Part Number	Description of item	Qty
N9K-C93108TC-FX	Nexus 9300 with 48p 10G-T, 6p 100G QSFP28	6
MODE-ACI-LEAF	Dummy PID for mode selection	6
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	6
NXA-PAC-500W-PI	Nexus NEBs AC 500W PSU - Port Side Intake	12
CAB-250V-10A-ID	AC Power Cord - 250V, 10A IEC	12
NXA-FAN-30CFM-B	Nexus Fan, 30CFM, port side intake airflow	24
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	6
ACI-AD-XF	DCN Advantage SW license for a 10G+ Nexus 9K Leaf	6
ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	6
QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	24



ANNEXURE – II
PROFORMA OF BANK GUARANTEE (DELIVERY & PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____
Two Thousand Twenty-One

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 with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply, installation and commissioning of Cisco Switches at its Primary Data Centre in Chennai, Disaster Recovery Site at Hyderabad and Central office in Chennai.

1. **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 Bankthe said Hardware, 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.

2. **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.
3. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to deliver the hardware within 10 weeks of acceptance of purchase order and install the hardware within 2 weeks of due date of delivery or actual date of delivery whichever is later and warrant comprehensive maintenance of the entire Hardware 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.
4. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 10% of the total 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:

5. 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 10% of the 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, AMC 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.

1. 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.
2. 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, AMC 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.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. 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 setup 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.
5. Notwithstanding anything contained herein:

i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and

ii) This Bank guarantee shall be valid up to and till; and being the date of expiry of the guarantee and

iii) We are liable to pay up to the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and our liability under this bank guarantee shall be extinguished and our liability under the bank guarantee shall stand discharged unless such written claim or demand is received by us from you on or before_____**_____being the date of expiry of the claim period.

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

(**) There shall be a claim period of twelve months from the date of expiry of the guarantee. Hence the date should be twelve months from the date of expiry of guarantee.

ANNEXURE-III

SERVICE LEVEL AGREEMENT

This **Service Level Agreement ("Agreement")** is executed 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.

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 LTE/ITD/..... dated and issued a Purchase Order (PO) No. ITD/..... dated This Agreement is valid as per the terms mentioned in PO and LTE (and subsequent 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 agreed to provide the services described in the PO and in this agreement on the terms and conditions set forth in LTE/ 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 (PO).
- 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: -

As per LTE No:-

4. Period of Contract:

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 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.

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.

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
- 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 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.

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:

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

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. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Vendor have not been able to resolve amicably a contract dispute, 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 vendor 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.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration 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 foregoing 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.

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**
- 2. Technical Specifications**
- 3. SLA**
- 4. Delivery schedule**
- 5. Installation.**
- 6. Penalty**
- 7. Any other clause specified in the LTE**

➤ **Vendor to do complete background check of the proposed engineers and give declaration to the Bank in this regard.**

- a. Vendor has to submit a letter duly signed by his employees wherein the bidder 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.

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 employee should also hold himself jointly liable along with his employer 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.

ANNEXURE VIII-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.... day of.....2021 between **Indian Overseas Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "**COMPANY**" 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 in the course of such business activity intend to implement solution at its Organization.

The Bank has short-listed the Company after completion of tendering process for procurement of "....." in its office. The details of such activities are as per Purchase Order ref:issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, 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 **of Bank or Bank's customer**. The Company may use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such

confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

- ii. The Company 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 its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Company shall not 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.

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:

- i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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 be 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 The obligation under NDA shall

survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Company 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 Company, the bank 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 the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm 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 firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank 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. Indemnity:

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all

losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. 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.

11. 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.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. 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

COMPANY

(Authorized Signatory)

(Authorized Signatory)