



REQUEST FOR PROPOSAL (RFP)
for

**Empanelment of vendor for IT
Procurement**

Issued by

Indbank Global Support Services Limited (“Company/IGSSL”)

RFP NO: IGSSL/134/2024-25

Dated: 01-10-2024

Registered office:

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This document containing Annexures and any subsequent Addenda and Corrigenda which may be issued during the RFP process (herein after called as RFP or tender) has been prepared solely for the purpose of Empanelment of vendor for procuring IT Assets. It should not be copied, transferred, reproduced, distributed or recorded on any medium, including all forms of electronic medium, without written permission of IGSSL. The use of contents of this document for any purpose other than stated herein is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

This RFP and the information provided by the bidders in response to this RFP Document will become the property of the IGSSL and will not be returned. The Company reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Company also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services. It is the bidder's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

The Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP. The decision of IGSSL shall be final, conclusive and binding on all the parties. The entire scope of work/proposed requirement/services or obligations required to be performed by the Vendor in terms of this RFP shall hereinafter be referred to as "Project"/" Solution"/" Services" and such terms may be used interchangeably, however shall have the same meaning as a scribed herein.

Coverage: The vendor must deliver requested IT equipment to all states and union territories in India, including urban and rural areas.

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1.0. Introduction

1.1 Invitation for Tender offers

Indbank Global Support Services Limited invites tender offers (Eligibility and Technical bid) from eligible, reputed entities for Empanelment of IT Procurement Vendor. In this RFP, the term bidder/prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of work.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company at <https://iqssl.co.in/tenders/> and/or e-procurement portal: <https://eprocurement.abcprocure.com/EPROC/> Portal. The Company reserves the right to reject any or all offers without assigning any reason / notice to the bidder.

Technical Specifications, Terms and Conditions and various formats are described in this document, Annexures and Appendices. The Bidder must furnish requirements as per the formats provided in the RFP document.

1.2 About the Company

Indbank Global Support Services Limited is a Wholly Owned Subsidiary of Indian Bank, incorporated on 09th February 2024.

It has been set up to offer a comprehensive outsourcing service across Retail Assets, Retail Liabilities & Collections. Strategic expansion of services offered is sequenced to ensure solid foundation with Home, Mortgage & Vehicle loan products then progressively introduce diverse offerings across Retail & MSME Assets to service broader market segments. Future scope of activities includes Call Center Operations, Back-end processing and administrative services to Indian Bank.

1.3 Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the Empanelment of Vendor for IT Procurement. Neither the Company nor any of its employees, directors, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

1.4 For Respondents Only

The document is intended solely for the information of the party to whom it is issued (“the Bidder” or “the Respondent”).

1.5 Confidentiality

This RFP is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Bidder to any other person. The RFP is provided to the Bidder on the basis of undertaking of confidentiality given by the Bidder to Company.

The Company may update or revise the document or any part of it. The Bidder acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Bidder will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in anyway with Company or any of its customers or suppliers without the prior written consent of Company.

The Bidder shall not share the RFP related information (whether in writing or verbally with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Company shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

The Bidder shall notify the Company promptly of any unauthorized or improper use or disclosure of the Confidential Information. The provisions of this Clause shall survive the termination of this Agreement.

It shall be the incumbent duty of the Bidder to undertake not to disclose any business related information of IGSSL to any third person and the Bidder shall keep all knowledge of the business activities and affairs of IGSSL strictly confidential and also to ensure that neither the Bidder nor any of its officers, directors, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of IGSSL.

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 the same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

The Bidder shall immediately furnish a certificate signed by its director or other authorized representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

1.6 Important Details (Schedule of Events, contact & communication details etc.)

1.	RFP No.	RFP NO: IGSSL/134/2024-25
2.	Brief Description of the RFP	RFP for Empanelment of vendor for IT Procurement.
3.	Details for Communication.	Mr. Sathish Prabu Chief Technology Officer 1 st Floor, Krest building, Near Indian Bank Head Office, No.2, Jehangir Street, Mannady, Chennai – 600001. igssl_it@igssl.co.in / sathishprabu@igssl.co.in
4.	Date of issue	01.10.2024
5.	Last date of submission of Queries for Pre-Bid Meeting	08.10.2024
6.	Date & Venue of Pre-Bid Meeting	Pre-bid meeting will be held online on 11:00AM of 08/10/2024 and all Pre-bid queries should be submitted on or before 3:00 PM of 07/10/2024 through email to the following e-mail id: igssl_it@igssl.co.in / sathishprabu@igssl.co.in Responses of the pre-bid queries will be published on IGSSL website: https://igssl.co.in/ and e-procurement Portal: https://eprocurement.abcprocure.com/EPROC

		/
7.	Last date & time for submission of Bids	22.10.2024 Time: 11:59 PM
8.	Date and time of Opening of Eligibility and Technical Bid	23.10.2024 Time: 11:59 AM
9.	Bid Security (EMD)	The Bidder shall furnish, a bid security of INR 1,00,000 /- (Indian Rupees One Lakh Only) in the form of Bank Guarantee issued by a scheduled commercial Bank located in India valid for 225 days from the date last submission date of the RFP with 1 year claim period.

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check the Company’s website <https://igssl.co.in> and/or e-procurement portal: <https://eprocurement.abcprocure.com/EPROC/> Portal for any changes /addenda/ corrigenda to the above dates and/or any other changes to this RFP.

Eligibility and Technical bids will be opened on the aforementioned date, or any other date as may be intimated by the Company. No separate communication shall be sent in this regard. Subsequently, the Company will evaluate the Eligibility and Technical Bids, and the bidders shall be suitably intimated about their selection after evaluation.

1.7 Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, preparation of bids etc., and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder and the Company shall not liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

1.8 Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until the execution of a definitive legal agreement.

1.9 Disqualification

Any form of canvassing/lobbying/influence/cartelization/corrupt practices, fraudulent practices etc., by the Bidder must result in disqualification of such Bidder.

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take.

In the event the Bidder is not willing to accept the terms and conditions of RFP, the Bidder may, in the

sole discretion of Company, be disqualified.

“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.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IGSSL 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 IGSSL of the benefits of free and open competition.

1.10 Evaluations of Offers

Each Bidder acknowledges and accepts that the Company may in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidders, not limited to those selection criteria set out in this document. The issuance of this document is merely an invitation to offer. Neither the RFP nor the response to the same shall create any contractual obligation, and it must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Bidder.

Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company.

The Bidder unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

1.11 Errors and Omissions

Each Bidder should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the email address found in proposal related details.

1.12 Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company.

The Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

While due care has been taken in the preparation of this document, the Company will not be held responsible for any inaccuracy in the information provided herein. The Bidder of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.,

It is the Bidder’s responsibility to:

- Properly understand and examine the RFP.
- Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response.
- Satisfy itself as to the completeness, correctness and sufficiency of its response.

A Bidder will, by responding to the Company's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.

2.0. Requirements Summary

2.1 Scope of Work

To supply, deliver, install, configure and provide maintenance for various IT equipment including but not limited to

- 1) End-point devices (Desktop, Laptop, Mouse, Keyboard, Printer, Scanner, Monitor, HDD, SSD, Tablet, Tablet Keyboard cover with Trackpad, Pen drives, LAN Cables, RAM, UPS, Audio/Video Equipment, Noise Canceling Headphones etc.,).
- 2) Network equipment (including but not limited to Router, Switch, Modem, Firewall, Access points, Broadband Connectivity, Dongle, Network services).
- 3) Servers, Storage, Data Centre's related equipment.
- 4) Software & Applications such as Windows Operating System, MS Office latest version, Overall Productivity Suite, Anti-virus, Mobile Device Management Software, Mobile Application Management Software, Active Directory, Secure VPN, Ticketing Tool and other Security Solution etc.,

The vendor must deliver requested IT equipment to all States and Union Territories in India, including Urban and Rural Areas.

All technically qualified bidders through this RFP will be empaneled with IGSSL. Post empanelment, IGSSL will float requirement to all empaneled bidders or at least 3 bidders asking for commercials for procurement of IT products mentioned in RFP above. Technical Specification of the IT product will be informed at the time of floating requirement.

- Empaneled Bidders will have to submit the proposal and L1 will be finalized basis on commercial bids.
- The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services.
- The contracting agency/firm shall abide by the rules and regulations of State / Central Government authorities particularly applicable to its business and shall have requisite licenses, sanctions, registration, accreditation which should be valid at the time of submitting the bids, throughout the empanelment and during the tenure of contract.
- In case required services are not provided by the selected empaneled agency on time, IGSSL will be free to get the work done from any other empaneled agency.

- The Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.
- The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the RFP for Empanelment of vendor for IT Procurement going live. Any new government / regulatory requirements that impact the provided RFP for Empanelment of vendor for IT Procurement to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost till end of the Warranty or AMC of the item procured during the contract period.
- Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Company. The Bidder shall envisage all necessary services to be provided and ensure the same is delivered to the Company. The Company will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

The Bidder is required to note the following points:

- The Bidder has to size the RFP for Empanelment of vendor for IT Procurement covering services to ensure availability, scalability, redundancy and performance of the items procured through this Empanelment as per the terms of the RFP within the timeframe prescribed by the Company.
- The Bidder is completely responsible to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder.
- The Bidder has to ensure the arithmetical accuracy of the bid. The Company will not be responsible for any errors in the bid submitted by the Bidder.
- Any assumptions, changes, deviations other than what is specified and accepted by the Company will not be considered for the purpose of this RFP.

2.2 Language

The response to RFP for Empanelment of IT Procurement should be in English.

3. Licenses

- The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
- Further if the selected Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date.

Service Level Agreement - Penalty Calculation: Penalty will be imposed subject to mutual agreement between both parties.

4.0. RFP Response Instructions

4.1. Rules for responding to the RFP

All responses received after the due date/time would be considered late and would be rejected.

4.2. Price Comparisons

- a. The bidder will be required to submit commercial bids when called by IGSSL with Technical Specifications of the IT product.
- b. Once we receive quotes from empaneled bidders, L1 will be finalized on commercial basis.

4.3. Price

- I. The Bidder is requested to quote in Indian Rupee (INR).
- II. In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Vendor. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Company will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the IGSSL on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies.
- III. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or GST & entry tax or octroi and if the Company has to pay the same for any of the items or supplies made here under by the Vendor, for any reason including the delay or failure or inability of the Vendor to make payment for the same, the Company has to be reimbursed such amounts paid, on being intimated to the Vendor along with the documentary evidence. If the Vendor does not reimburse the amount within a fortnight, the Company shall adjust the amount out of the payments due to the Vendor from the Company along with the interest calculated at commercial rate.

4.4. Others

- The Bidder represents and agrees to obtain and maintain validity throughout the empanelment, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.
- All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc., as mentioned in this RFP.

- The Bidder covenants and represents to Company, the following:
 - a) It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
 - b) It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
 - c) The execution, delivery and performance under an Agreement by such Party: Will not violate or contravene any provision of its documents of incorporation.
 - d) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, write, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.

- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

- To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

- Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be published in IGSSL's website and e-Tendering site.

- If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.

- Preliminary Scrutiny – The Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.

- Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Company may, at its discretion, ask some or all Bidders for clarification of their offer. The Company has the right

to disqualify the Bidder whose clarification is found not suitable to the project requirements.

- No Commitment to Accept Lowest bid or Any bid – The Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. The Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information about the product being offered must be filled in. Filling up the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Company may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP. Bids with eraser/over writing/cutting are liable to be rejected.
- Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if any. The Bidder agrees that Company has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.
- The Bidder shall perform its obligations under this RFP as an independent contractor and shall not engage any subcontractors to perform any of the deliverables or services. Neither this RFP nor the Bidder’s performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder or its employees; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.

5.0. Additional Information

1. The selected bidder and/or its authorized service providers should have their own employees for execution of projects. In case of any deficiency in service, penalties will be to the selected Bidder’s account.
2. The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the selected bidder will make all required payments and deposits of taxes in a timely manner.

5.1. Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.,

5.2. Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 03 – Pre-Bid Query Format in writing to Company on or before the timeline prescribed in this RFP under “Schedule of activities and events”
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:
it.operations@igssl.co.in
4. Pre-bid queries can be submitted in the format provided in Appendix 03 - Pre Bid query format to it.operations@igssl.co.in

5.4 Related Parties:

In the following circumstances, the Company will have discretion to reject or accept the Proposal/response.

- Proposal/Response submitted by holding Company and its subsidiary.
- Proposal/Responses submitted by Companies having common director/s.
- Proposal/ Responses submitted by partnership firms / LLPs having common partners.
- Proposal/Responses submitted by companies having the same group of promoters/management.
- Any other proposal/ response in the sole discretion of the Company is in the nature of multiple bids.

5.3. Integrity Pact

5.4. Submission of Bids

1. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in section 1.6. If the last date of submission of RFP response is declared as a holiday for any reason, then the last date for submission of RFP response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
2. The responses should not be submitted by post or by courier. Bids to be submitted online through e-Tender portal (<https://eprocurement.abcprocure.com/EPROC/>)
3. The Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 02 – Authorization letter format.
4. The bid should constitute two separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility Bid:

The Eligibility Bid containing the response to eligibility requirements in Annexure 01 and supporting documents such as profile of the organization, credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security is to be submitted online through e-Tender portal (<https://eprocurement.abcprocure.com/EPROC/>).

- i. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01).
- ii. The Eligibility bid must contain the bid security (EMD) as specified in Clause 1.7.
- iii. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract.

Part II - Technical Bid

The Bidders have to note that the Technical Proposal must contain the following:

- a. Details as required under Appendix 01.
- b. Executive summary of Bidder's response.
- c. Duly signed covering letter by the authorized signatory as per Appendix 04 – Bid undertaking letter
- d. Detailed technical write up covering the detailed scope of work
- e. Conformity letter as per Appendix 05
- f. Any other relevant information in general.

The Technical Bid containing above details is to be submitted online through e-Tender portal (<https://eprocurement.abcprocure.com/EPROC/>).

Non-submission of any of the documents under Part I and Part II or incomplete documents will make the bid liable for rejection.

5.5. Opening of Bids

- The Bidders may note that no further notice will be given for opening of the bids. Further, in case the Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the Online on the same day..
- The Company however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule will be published on the Company's website and e-Tender portal (<https://eprocurement.abcprocure.com/EPROC/>)
- The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.
- During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.
- After the evaluation of the eligibility bids Company will finalize the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.
- The Company will announce the list of bidders who qualify technical evaluation.

6.0. Evaluation Methodology

A two-stage process is adopted for selection of the vendor:

Stage1: Evaluation of Eligibility Criteria:

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

Stage 2: Evaluation Technical Criteria.

Technical criterion for the Vendor to qualify this stage is clearly mentioned in Appendix 01 – Technical Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the technical proof. The vendor needs to achieve a cut – off score of 60 marks in the technical evaluation stage to be qualified for empanelment.

During evaluation of the Eligibility and Technical bid, the Company, at its discretion, may ask the Vendor for clarification in respect of its tender. No change in the substance of the tender shall be sought, offered, or permitted. The Company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the vendors to this document and the Company will not entertain any correspondence in this regard.

7.0. Payment Terms

On Delivery: Eighty (80) % of the price of the equipment delivered at the respective location mentioned in Purchase order will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

On Installation: Twenty (20) % of the price of the equipment delivered & installed at the respective location mentioned in Purchase order will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.

TDS, GST TDS, LD, Penalty, Buyback amount will be deducted from the payment, as applicable.

8.0. Terms & Conditions

8.1. General

- The Company expects the vendor to adhere to the terms of this RFP document and shall not accept any deviations to the same.
- The Company expects that the vendor empaneled under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by the Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the vendor responses would not be incorporated automatically in the RFP document.
- Unless expressly overridden by the specific agreement to be entered into between the Company and the vendor, the RFP document shall be the governing document for arrangement between the Company and the selected vendor.

8.2. Indemnity

The empaneled vendor should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc., incurred and / or suffered by IGSSL arising out of breach of any of the obligations under this RFP or subsequent agreement by the empaneled vendor, its directors, officers, employees, agents or consultants.

8.3. No liability

- All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
- The Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this Agreement.
- Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business

8.4. Term and Extension of Contract Post Expiry

The Company desires to empanel the vendor for a period of 36 months from the effective date of executing a definitive agreement. However, understanding the complexities of the entire arrangement, the Company would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Company would like to avail an option to revisit the arrangements and terms of contract after the contract expiry, if necessary.

8.5. Termination of Contract

The Company shall have the option to terminate any subsequent agreement and / or any order, in whole or in part by giving Vendor at least 90 days prior notice in writing. The notice of termination shall specify that termination is for IGSSL's convenience, the extent to which the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience. However, the Company will be entitled to terminate the subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement.

The Goods that are complete and ready for shipment within ninety (90) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

For the remaining Goods, the Purchaser may elect:

- 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.

If the breach is not cured within thirty (30) Working Days after the Company gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. Or

Nonconformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or Serious discrepancy in the quality of

service/hardware/software expected during the implementation, rollout and subsequent maintenance process.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty-one (21) days.

The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

The other Party becomes the subject of a court order for its winding up.

- i. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The Company shall recover all the cost of replacing the vendor and or the Company shall impose liquidated damages.
- ii. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- iii. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- iv. Any other reason.

Other Rights or Remedies

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company and does not affect any accrued rights or liabilities of either Party at the date of termination.

Effects of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

Consequence of Termination

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination.
- amounts payable for any Services already performed at the date of the termination.
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the Loan management requirement

Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

The Reverse Transition Services, to be provided by the selected bidder to the Company shall include the following:

8.6. Compliance with Laws

1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all

other statutory obligations arising there from.

2. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, losses or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

8.7. Assignment

1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate.

2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

8.8. Inspection of Records

All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees or any third party including an auditor, at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The said records are subject to examination. The Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company.

The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.

The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representatives of the Company and shall provide all information/documents required by the Company.

8.9. Publicity

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions

contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

Solicitation of Employees: During the term of the Contract and for a period of three years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and three year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and three years thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

8.10. Monitoring and Audit

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

8.11. Guarantees

1. Bidder shall guarantee that the Services/software/solution and allied components used to service the Company are licensed and legal.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

8.12. Force Majeure

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any 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.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections,

riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.

3. Unless otherwise directed by the Company in writing, the Selected Bidder 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.

4. In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.

5. Notwithstanding the above, the decision of the Company shall be final and binding on the Selected Bidder.

8.13. Resolution of Disputes

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.

2. If the Company project manager and Empaneled bidder's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.

3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

8.14. Arbitration:

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties.
3. The place of arbitration shall be Chennai.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Chennai only.

7. Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/ other legal recourse.

8.15. Arbitration:

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on

- (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or
- (ii) the expiry of five days after posting if sent by registered post with A.D., or
- (iii) the business date of receipt, if sent by courier.

8.16. Governing Law and Jurisdiction

This RFP and subsequent agreement with the Empaneled/Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Chennai will have the exclusive jurisdiction to determine the issues arising out of this RFP.

8.17. Corrupt and Fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company 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 Company of the benefits of free and open competition.
4. The Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Company reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.18. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.19. Violation of Terms

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

8.20. Addition/Deletion of Qualified Offerings

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or replaced as technology evolves. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. The company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on the deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.
2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.
5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

8.21. Service Level Agreement and Non-Disclosure Agreement

The selected vendor shall execute:

- a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed in Appendix VII, and as may be prescribed or recommended by the Company.
- b) Non-Disclosure Agreement (NDA),

All information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. Receiving party may use the information solely for and in connection with the Purpose.

The selected vendor shall execute the SLA and NDA within 15 days from the date of acceptance of letter of empanelment or as intimated by the Company.

c) The stamp duty or any other associated charges to execute the above-mentioned document shall be borne by the successful bidder.

8.22. Liquidated Damages

a. Liquidated Damages and penalty

- i. The Company expects that the selected bidder completes the scope of the project as mentioned within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
- ii. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.
- iii. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke this clause.
- iv. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company. Set Off Without prejudice to other rights and remedies available to the Company it shall be entitled to earmark, set-off or adjust any amounts due to the Company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the Company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

8.23. Information Ownership

All information processed, stored, or transmitted by equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

8.24. Sensitive Information

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

8.25. Privacy and Security Safeguards

The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software & data. The selected bidder shall also ensure that all sub- contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

8.26. Intellectual Property Rights

I. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

II. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services.

III. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at his cost and the Company shall not pay for other than the commercials mentioned in the price bid.

IV. The selected bidder shall, under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Company's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Company, (i) obtain a license so that the Company may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the solution in any manner so as to avoid infringement; or (iii) replace the solution with a compatible, functionally equivalent and non- infringing product.

8.27. Limitation of Liability

Bidder'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 IGSSL 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.

c. If a third party asserts a claim against IGSSL that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend IGSSL against that claim and pay amounts finally awarded by a competent court/Tribunal against IGSSL or included in a settlement approved by vendor.

8.28. 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 IGSSL may suffer on account of such claim, the supplier shall indemnify IGSSL and keep it indemnified on that behalf.

8.29. Performance Security

a. Within 15 days of issue of Purchase Order, the supplier shall furnish to IGSSL the Performance Security equivalent to 5% of the contract value in the form Bank Guarantee from a Commercial bank (Annexure-IV).

b. Performance Security should remain valid for a period of 180 days beyond the date of completion of all contractual obligations of the supplier.

c. The performance security submitted by the supplier shall be invoked by the IGSSL as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.

d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event IGSSL may call for new bids.

8.30. Grievance Redressal

Any vendor who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to it.operations@igssl.co.in it may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFP.

ANNEXURE- I **ELIGIBILITY CRITERIA**

The purpose of this section is for bidders to provide information to demonstrate to Indbank Global Support Services Ltd. that its services offering satisfy Company's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfill the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration

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during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details - mandatory): -

Confirmation of Eligibility Criteria

(On Company Letter Head)

Particulars to be provided by the bidder in the Pre-Qualification bid –

(A) Bidder’s Profile:

RFP Reference no:

Sr. No.	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to Indbank Global Support Services Ltd.	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of: Description of business and business background Service Profile Domestic & International presence Alliance and joint ventures	
9	MSME Registration Certificate DPIIT Startup Recognition Certificate Recent financial statements (last 2-3 years) Self-declaration confirming MSME/startup status	
10	Gross revenue of the bidder Year 2021–22 Year 2022–23 Year 2023-24	
11	Net Profit (after all taxes etc) of the bidder Year 2021–22 Year 2022–23 Year 2023-24 Documentary proofs- Audited / Unaudited are to be enclosed	
12	Net Worth of the bidder Year 2021–22 Year 2022–23 Year 2023-24 Documentary proofs – Audited / Unaudited are to be enclosed	

(B) Eligibility Criteria

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Bidder's response
1	Legal Entity	The bidder must be an Indian firm; a public or private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted)	Certificates of Registration, as required	
2	Business Operation	The bidder must have a minimum of 3 years of experience in providing IT peripherals, including but not limited to printers, monitors, and networking equipment. Additionally, the bidder must have supplied a minimum quantity of 300 units of IT peripherals in the past 12 months. Evidence of contracts or purchase orders demonstrating this volume must be provided as part of the submission.	Copy of work orders and or certificate of completion of work	
3	Blacklisting/Litigation	The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance	Self-declaration on the bidder's letter head	
4	Taxation Registration	The bidder must have a valid: 1. PAN Registration 2. GST No. 3. TIN/CIN/DIN etc (as applicable)	Attested copies of all certificates & KYC of Company and Its Directors	
5	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of IGSSL & Indian Bank	Self-declaration on the bidder's letter head	
6	The Bidder should have an average annual financial turnover of INR at least 10 Crores or above in the last three financial years from operations	Copies of Audited Annual Financial Statement or Certificate from a Reputed CA to be submitted for FY 2021-22, 2022-23 & 2023-24		

	in India as on 31/03/2024			
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Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. Preference may be assigned to bidders that utilize their own staff (and do not further outsource/ sub-contract). Bidders must submit proposals individually; consortiums are not allowed. The criteria detailed above are indicative and IGSSL reserves the right to revise them at its discretion.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Note:

- 1.All self-certificates shall be signed by an Authorized signatory unless specified otherwise.
- 2.Appropriate referencing needs to be provided for all the evidence documents. Each document should have a unique reference clearly marked.
- 3.All evidence documents should also be submitted in physical documents with appropriate referencing corresponding to the hard copies.
- 4.In case the same document is provided for more than one eligibility clause, the document should be provided in each folder corresponding to the eligibility criteria clause.

Dated this _____ day of _____ , 20

Signature: _____

Seal of Company

(Signature and seal of company to be put on all the pages of Annexure 01)

ANNEXURE - II**EVALUATION OF TECHNICAL BID**

The technical scoring of the bidders will be broadly based on the following parameters: -

Sr. No.	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Max. Marks	Scoring Mechanism	Response
1	Experience of the bidder in the line of business of providing IT Peripherals / Asset supply as per section 2.0 of RFP	20 Marks	Experience of being in line of business >= 2 and <5 years – 10 marks >=5 years and <10 years– 15 marks Above 10 years - 20 marks	
2	Cliential Reference	20 Marks	Large organizations with more than 250 Employees 03 to 05 - 10 marks above 05 - 20 marks	
3	Business generated by the bidder from the desired line (BFSI sector) of business (average of last-3-financial years) for which RFP is issued.	30 Marks	Business from the desired line of business : <1 crore – 10 marks >=1 crore & <3 crores – 15 marks >=3 crores & <5 crores - 20 marks Above 5 crores - 30 marks	
4	List of clients Pvt. Company. PSU with more than 250 Employees. (Last 3 years) cliential list	30 Marks	>=05 & <08 – 10 marks >=08 & <15 – 20 marks > 15 – 30 marks	

RFP for Empanelment of vendor for IT Procurement

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NB: Information provided by the bidder as mentioned in the table above should be submitted with supporting documents i.e work orders/ certificates/ audited balance sheets/ CA certificates/certificate of incorporation.

ANNEXURE III
AUTHORIZATION LETTER FORMAT FOR BID OPENING

(To be brought at the time of opening of Bids)

To,

Date:

Indbank Global Support Services Limited 1st Floor,
Krest building, Near Indian Bank Head Office, No.2,
Jehangir Street, Chennai – 600001.

Dear Sir,
SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP #: _____ dated _____

This has reference to your above RFP for

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the
above RFP No.: RFP #: _____ dated _____ on _____ on behalf of
our organization.

The specimen signature is attested below: Name:

(Specimen Signature of Representative)

Signature of Authorizing Authority

Name of Authorizing Authority Designation:
Company Seal

ANNEXURE-V
BID UNDERTAKING LETTER

To,

Date xx-09-2024

Indbank Global Support Services Limited 1st Floor,
Krest building, Near Indian Bank Head Office, No.2,
Jehangir Street, Chennai – 600001.

Dear Sir,

REF: Your RFP No.: RFP #: _____ dated

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide, implement and commission All the items mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by the Empanelment validity for 180 days from date of submission of our bid and our offer shall remain binding on us and may be accepted by the Company any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of empanelment/award, shall constitute a binding Contract between us.
5. We have quoted for all items as requested by Indbank Global Support Services Limited in RFP and stand committed to deliver to the highest standards and quality as required by Indbank Global Support Services Limited to meet the timelines of the project. Our bid submission is in line with the requirements of IGSSL as stated in the RFP.
6. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
7. We are completely aware of the Service Level requirements and timelines specified by Indbank Global Support Services Limited and are committed to adhering to the same. We have also clearly taken note of the service level requirements of Indbank Global Support Services Limited and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
8. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”
9. We undertake that we have not been blacklisted by any Government department/PSU/PSE/Bank in India.

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10. We have clearly understood Indbank Global Support Services Limited's requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
11. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Indbank Global Support Services Limited discretion. We also confirm and understand that for all other errors which we have made in the bid Indbank Global Support Services Limited for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to Indbank Global Support Services Limited discretion.
12. We confirm that we will provide the best of our resources, and the people proposed by us will be dedicated to Indbank Global Support Services Limited. For the sake of resource continuity. Further, we also confirm that Indbank Global Support Services Limited. may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Indbank Global Support Services Limited.
13. We agree to change the same and provide Indbank Global Support Services Limited. with a replacement within a reasonable time so as to not affect the services/project timelines.
14. We confirm and understand that Indbank Global Support Services Limited. Has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to Indbank Global Support Services Limited.
15. We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of the Company.
16. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
17. We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing (including CPUs, Memory, Cache, Hard Disk), prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate, and service levels as required by the company are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to Bank than what has been specified by us in our commercial bid documents.
18. We will act as the sole point of contact for Indbank Global Support Services Limited and will enter into a direct agreement with them. We affirm our commitment to meeting all deliverables and service/uptime commitments specified in the RFP. Upon request, we are willing to provide relevant agreements to demonstrate our compliance and transparency.
19. We agree that the company is not bound to accept the lowest or any Bid the Company may receive.
20. We certify that we have provided all the information requested by the company in the format requested for. We also understand that the Company has the exclusive right to reject this offer in case the Company is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by.....20

Authorized Signatory

RFP for *Empanelment of vendor for IT Procurement*

(Name: Contact Person, Phone No., E-mail)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

ANNEXURE - VI
CONFORMITY LETTER

RFP for Empanelment of vendor for IT Procurement

To

Date xx-09-2024

Indbank Global Support Services Limited
1st Floor, Krest building, Near Indian Bank Head Office,
No.2, Jehangir Street, Chennai – 600001.

Dear Sir,

Sub: Request for Proposal

Further to our proposal dated _____ in response to the Request for Proposal (Company's RFP #: dated _____ hereinafter referred to as "RFP") issued by Indbank Global Support Services Limited ("Company"), we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Company. The Company is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Designation
Bidder's corporate name.

ANNEXURE VIII
SERVICE LEVEL AGREEMENT

THIS AGREEMENT made theday of.....,2024 between IGSSL, a body corporate constituted under the Companies Act. having its Registered Office at 1st Floor, Krest Building, No. 2 Jehangir Street, Mannady, Tondiapet, Fort St. George, Chennai-600 001 (hereinafter "the purchaser") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s, (“Name of Supplier”) (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS IGSSL invited bids vide RFP. No IGSSL/134/2024-25 dated 00/09/2024 for..... (Brief Description of Services to be mentioned) (hereinafter referred to as “the said services”) and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

The SLA specifies the expected levels of service to be provided by the Supplier to IGSSL. This expected level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties.

Payments to the Supplier are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. IGSSL and Supplier. The Supplier shall maintain the stated service levels to provide quality service.

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Supplier shall provide access to IGSSL or its designated personnel to the tools used for SLA monitoring.

The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The Supplier is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.

Service Level Agreement (SLA)

INFRASTRUCTURE SUPPORT METRICS

- a) End-to-End Solution UPTIME Management Metrics (as mentioned below)
- b) The successful bidder shall ensure 99.99% uptime on active-active setup on monthly basis.

End-to-End Solution incident metrics

To define the service levels expected from vendors in the resolution of incidents related to IT procurement services.

This SLA applies to all incidents arising from the vendor’s services related to IT procurement, including hardware, software, and related support.

An incident is any unplanned interruption to an IT service or reduction in service quality.

Incident Severity Levels:

Severity Level	Definition	Impact
Severity 1	Critical service outage affecting all users	Complete disruption of business operations
Severity 2	Major impact on service affecting multiple users	Significant degradation of service
Severity 3	Moderate impact with a workaround available	Some functionality is affected, but business can continue
Severity 4	Minor issues with minimal impact	No significant disruption to operations

SLA Metrics

Severity Level	Initial Response Time	Resolution Time	Communication Frequency
Severity 1	1 hour	4 hours	Every 1 hour until resolved
Severity 2	2 hours	8 hours	Every 2 hours until resolved
Severity 3	4 hours	24 hours	Every 4 hours until resolved
Severity 4	1 business day	3 business days	Daily updates as needed

RFP for Empanelment of vendor for IT Procurement

Reporting and Documentation

- Vendors must provide a 24/7 helpdesk contact for incident reporting.
- A log of all incidents must be maintained by the vendor and accessible to the client.
- Closure Documentation: Upon resolution, the vendor must provide documentation detailing the cause, resolution steps, and any preventive measures taken.

Penalties for Non-Compliance

Penalty will be deducted for non-compliance of uptime as under:

Uptime	% of Penalty
<99.99% and >=95.00%	1% of Invoice Value
<95.00% and >=90.00%	5% of Invoice value
<90.00% and >=80.00%	10% of Invoice Value
<80.00%	No Payment

The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the RFP for Empanelment of Vendor for IT Procurement. Any new government/ regulatory requirements that impact the provided RFP to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFP No. IGSSL/134/2024-25 dated 23/09/2024 for.....
- b) The Purchaser's Purchase order ref. no.
- c) Contract form & NDA signed for the above RFP & Purchase Order issued

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

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 IGSSL)

in the presence of:

.....

.....

Signed, Sealed and Delivered by the

said (M/s)

in the presence of:

.....

.....

ANNEXURE IX
NON-DISCLOSURE AGREEMENT
(RFP ref. no. IGSSL/134/2024-25 dated 00/09/2024)

THIS AGREEMENT made and entered into aton this the.....day of.....2024 between IGSSL, a body corporate constituted under the Companies Act having its registered Office at 1st Floor, Krest Building, No. 2 Jehangir Street, Mannady, Tondiapet, Fort St. George, Chennai- 600 001, hereinafter called the “IGSSL” 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

IGSSL is interalia engaged in the business of banking and requires services for Empanelment of vendor for IT Requirement.

M/s..... Limited has been engaged in the business of providing the services for Empanelment of vendor for IT Requirement.

The parties have entered into agreement dated _____ for providing the services for Empanelment of vendor for IT Requirement (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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 Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

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 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 an 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.

Notwithstanding the above, the obligations of the receiving party in respect of 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.

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 or all dispute arising out of this order shall be under the exclusive jurisdiction of Courts of Law/Tribunal 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

Signed, Sealed and Delivered by the

said (For IGSSL)

in the presence of:

.....

.....

Signed, Sealed and Delivered by the

said (M/s _____)

in the presence of:

.....

.....

ANNEXURE XI**MSE/STARTUP RELAXATION IN ELIGIBILITY & TURNOVER**

CHECKLIST		
S.No	Criteria	Documents to be submitted asproof
1.	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and should have been inoperation in India for at least 5 years as ondate of the RFP. For bidders who are MSE orStartup this criteria has been relaxed to 3 years. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office with copies of Memorandum and Articles of Association/ PartnershipDeed to be submitted along with GST registration certificate.
4	The Bidder should have an average Business Turnover of at least Rs.10.00 Crore during last 3 Financial Years (FY 2021-22, 2022-23 and 2023-24). For bidders who are MSE or Startup this criteria has been relaxed to 4.00 Crore	Audited balance sheet for FY 2021-22, 2022-23 and 2023-24* or certificate from CA in this regards to be submitted.
*If 2023-24 Financial Statements of any bidder is unaudited then IGSSL would consider the CA Certificate for the provisional financial statements for FY 2023-24 along with an undertaking letter from the bidder that the 2023-24 Statements are not audited		

ANNEXURE XII

DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES
A LAND BORDER WITH INDIA

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS
LETTER HEAD)

To,
Chief Technology Officer
IGSSL,
1st Floor, Krest Building, No: 2, Jehangir Street, Mannady,
Tondiarpet Fort St George, Chennai – 600001.

Date

Dear Sir,

Sub: Request for Proposal for Empanelment of Vendor for IT Procurement

Ref: Your RFP No. IGSSL/134/2024-25 dated 00/09/2024

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

LIST OF ANNEXURES

ANNEXURE- I	ELIGIBILITY CRITERIA
ANNEXURE- II	EVALUATION OF TECHNICAL BID
ANNEXURE- III	AUTHORIZATION LETTER FORMAT FOR BID OPENING
ANNEXURE- IV	PRE-BID QUERY FORMAT
ANNEXURE- V	BID UNDERTAKING LETTER
ANNEXURE- VI	CONFORMITY LETTER
ANNEXURE- VIII	SERVICE LEVEL AGREEMENT
ANNEXURE- IX	NON-DISCLOSURE AGREEMENT
ANNEXURE- X	CERTIFICATE OF LOCAL CONTENT AS PER MAKE IN INDIA GUIDELINES
ANNEXURE- XI	MSE/STARTUP RELAXATION IN ELIGIBILITY & TURNOVER
ANNEXURE- XII	DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA