



REQUEST FOR PROPOSAL

FOR

**PROCUREMENT OF HARDWARE &
SERVICES**

23 February 2022

***The Federal Bank Ltd
Information Technology Department
Head Office, Federal Towers
PB No 103, Aluva-683101, Kerala, India
Phone: +91 484 2634210, 2634207
Email: purchase@federalbank.co.in
Website: www.federalbank.co.in***

1. Introduction

The Federal Bank Limited (hereinafter referred to as “Bank”) is a banking company incorporated in India under Companies Act 1956 and having its registered office at “Federal Towers, Aluva-683101, Kerala, India” and having branches / offices spread across the country. The Bank is a scheduled commercial bank notified under the Reserve Bank of India Act, 1934 and placed under the group of “private sector banks”. The Bank is engaged in wholesale banking, retail banking, treasury operations and other banking operations. The Bank is widely using digital communication and equipments for its operations at various locations spread across India. The Bank is in practice of empanelling vendors for supply of personal computers, printers, scanners, UPS and other peripherals and data cabling service to Bank’s Branches and Offices located across India for a fixed period at prices quoted and finalized through a bidding process. The Bank will issue purchase orders for supply of items or installation of data cabling to the empanelled vendor as and when requirement of items is identified during a fixed period not more than a year. The Bank invites commercial bids from Original Equipment Manufacturers or suppliers authorized by such OEMs and Data Cabling contractors who satisfy certain terms and conditions to be empanelled as vendors.

This is a Request for Proposal hereinafter referred to as “RFP” inviting commercial proposals (hereinafter referred to as “Proposal”) from Equipment Manufacturers/Resellers and Data Cabling Contractors (hereinafter called “Bidder”) to be empanelled as vendors (hereinafter called “Vendor”) who are qualified to submit the bids as per the eligibility and other terms stated herein for supply of personal computers, printers, scanners, UPS and other peripherals (hereinafter referred to as “Hardware”) and for providing data cabling service (hereinafter referred to as “Services”).

2. CONFIDENTIALITY

This RFP is a confidential document and is not to be reproduced, transmitted or made available by the recipient to any other entity without the Bank’s express written permission.

3. DISCLAIMER

This RFP is not an agreement and is not an offer by Bank. This RFP does not claim to contain all the information each bidder may require. Each bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP is selective and is subject to update, expansion, revision and amendment. Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP or to correct any inaccuracies therein, which may become apparent. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Bank reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever.

4. ELIGIBILITY

The Proposal should be from the Original Equipment Manufacturer (OEM) or their authorized representative/reseller in India. The Bidder should have capability to deliver Hardware and Services as required by this RFP to locations across India wherever the Bank has an Office or Branch at present and Office or Branch that may be opened during the validity period of the Proposal in an existing or a new location within the country and within the time and period specified in Annexure 7. The list of Bank's Offices/Branches with address is available at the Bank's official website. The Bidder should have exclusive support infrastructure for maintenance of items proposed to supply by the Bidder in all locations as stated above and be able to provide & maintain Hardware and Services with their competent support engineers.

Turnover in the last financial year should be Rs. 25 crores or more and should have the experience of 100 or more installations in reputed organisations in the case of Bidders of personal computers, printers and UPS. The Bidder shall produce necessary evidence / testimonials for these along with the proposal.

5. COST OF PROPOSAL

The Bidder shall bear all the costs, if any, associated with the preparation & submission of Proposal and the Bank will not be liable for costs regardless of the conduct or outcome of the bidding process.

6. PROPOSAL

The Bidder is expected to examine all instructions, forms, terms & conditions and technical specifications stated in the RFP. The Proposal not substantially responsive to the RFP may result in rejection without any reference to the Bidder. The Proposal should be devoid of ambiguity and should not contain any statement resulting in hidden cost, any misleading statement and any incomplete information. The proposal shall strictly adhere to the specifications mentioned herein.

Suppression of any material information that may adversely affect the interest of the Bank will invalidate the Proposal. If such matter is found out after empanelment, it can cause delisting of vendor and Bank initiating legal and other remedies for any type of loss suffered or cause to suffer by Bank.

7. PRICE

All items/components/services should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as prescribed in Annexure 6. Price shall be quoted for Hardware and Services including for onsite warranty specified elsewhere in this RFP. The cost of equipment shall be quoted excluding GST and cost of services shall be quoted excluding GST. The Bidder should provide support for Operating System and other software throughout the warranty period.

In case Warranty or AMC provided for Data Cabling Services for a specified period, the cost of Warranty and AMC may be quoted separately from cost of Data Cabling.

The personal computers are intended to be supplied along with Windows 10 or higher OS pre-installed and with media. Proposal for PC OS other than Windows 10 will not be accepted. However, price shall be quoted with OS as mentioned in respective Annexure.

All software supplied should be legal and licensed and supplied on standard CD-ROM media, with user documentation (English language versions).

The Bank reserves the right to accept or reject any alternative technology proposed by the Bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the Bidder. The Bidder shall mention its address in Annexure 7 under clause titled "Notices".

8. AMENDMENT OF RFP

At any time prior to finalization of bidding process, the Bank may at its discretion modify the RFP and such amendment will be conveyed through mail/fax to all prospective Bidders who have received the RFP and such amendments shall be construed as part and parcel of the original RFP. In order to provide reasonable time to Bidder to take the amendments into account for submission of Proposal, the Bank may, at its discretion, extend the last date of submission of Proposal mentioned elsewhere in this RFP.

9. PERIOD OF VALIDITY

The empanelment of vendors will be for the period upto 31-03-2023 during which time the Proposal will stand valid and purchase orders under this bidding process will be commenced from 01-04-2022 or later. However, the Bank reserves the right to call for review of prices from empanelled vendors and/or to initiate bidding process afresh during the above said period in case the Bank identifies such a requirement.

10. EMPANELMENT

One or more Bidders may be short-listed and empanelled as vendor for the period stated above. Short-listing of Bidder will be based on competitive price, ability to meet specifications, ability to meet warranty, ability to meet delivery schedule, etc. The Bank reserves the right to hold negotiations with any of the Bidder. The Bank also reserves the right to refrain from disclosing proposed or negotiated terms to competing Bidder or public at large. The selection and award of empanelment will be at the sole discretion of the Bank. On completing the process, the Bank will notify the short-listed Bidder as to their selection and the short-listed Bidder shall accept Bank's intent within 10 days from the date of notification; non-acceptance will cause the Bank to cancel the notification and empanelment thereby.

11. ESTIMATED QUANTITY

(Refer addendum)

The estimated quantity given has been arrived based on Bank's purchase history for last three years. However, the Bank does not guarantee purchasing equivalent quantity. The Bank reserves the right to order for lesser or more quantity of Hardware and Services than what is mentioned above.

12. TERMS OF PURCHASE

The Bidder agrees to the "Terms of Purchase" attached as Annexure 7 by submitting Proposal in response to this RFP. It shall be signed with seal by the authorised signatory in all pages. The selected vendors shall execute Master Service Agreement (MSA) with bank.

13. WARRANTY

All the Hardware items, shall be under comprehensive on-site warranty covering all parts and labour for a period of three years from the date of acceptance of the Hardware and Services including Batteries supplied along with UPS.

The Bank has fixed 6 (Six) months as Mean Time Between Failures (MTBF) for Hardware. The Bidder may provide expected MTBF for all items of hardware.

The maximum downtime for Hardware and Services shall be 1 day

14. PERFORMANCE BANK GUARANTEE

The finally selected bidders of desktops and laptops are required to execute a Performance Bank Guarantee for Rs.10.00 Lakhs valid for 3 years. The PBG has to be issued by a Scheduled Commercial Bank other than Federal Bank and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee.

The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

15. SUBMISSION OF PROPOSAL

The Proposal shall be submitted in sealed envelopes quoting price for items specified in Annexure 6 accompanied by Annexures 2, 3, 4, 5, 7 & 8. The envelope containing the Proposal shall be super scribed with "Proposal for Procurement of Hardware and Services". Technical specifications of the equipment proposed as well as technical details of all the items offered should be furnished along with the proposal. Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) specific to the make/model(s) of the

equipment offered should be submitted along with the offer.

The Proposal shall be submitted not later than **10-03-2022 5:00** pm to:

Vice President and IT Head
IT Department
Federal Bank
PB No.103
Head Office, Aluva - 683101

The Bank reserves the right to accept or reject any technology proposed and/or to accept or reject any or all Proposal received or to annul the bidding process at any time prior to award of contract without any obligation to inform the Bidder. The Bank reserves the right to select more than one bidder for supply of similar item. Bank's decision will be final and without prejudice and will be binding on all parties.

16. Award Criteria

The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily and whose proposal has been determined to be substantially responsive.

ADDENDUM

TO RFP FOR

PROCUREMENT OF HARDWARE & SERVICES OF 23 February 2022

11. ESTIMATED QUANTITY

<i>Desktop PC</i>	<i>2500</i>
<i>Laptop</i>	<i>750</i>
<i>9 pin 80 Col Dot matrix printer</i>	<i>100</i>
<i>24 pin 80 Col Dot matrix printer</i>	<i>50</i>
<i>Passbook Printer</i>	<i>300</i>
<i>Laser Printer</i>	<i>700</i>
<i>CTS Scanner</i>	<i>200</i>
<i>ADF Scanner</i>	<i>500</i>
<i>UPS - 5 KVA</i>	<i>20</i>
<i>UPS - 3 KVA</i>	<i>200</i>
<i>UPS - 2 KVA</i>	<i>50</i>
<i>SMF Battery</i>	<i>2500</i>
<i>Tubular Battery</i>	<i>2500</i>

The estimated quantity given above has been arrived based on Bank's purchase history for last three years. However, the Bank does not guarantee purchasing equivalent quantity. The Bank reserves the right to order for lesser or more quantity of Hardware and Services than what is mentioned above.

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Annexure 1

ITEM 1

TECHNICAL SPECIFICATIONS-Personal Computers with Intel processor

No.	Component	Description	Offered Y/N	Deviations if any
1	CPU	Core i3-11th gen or better		
	Clock Speed	3.6GHz or better		
	Cache	6 MB minimum		
2	Memory	8 GB minimum upgradable to 32 GB		
	RAM Speed	2666 MHz minimum		
	RAM Type	DDR 4 or later Dual Channel Support		
3	Hard disk controller	SATA or SAS		
	Disk Capacity	500 GB Ultra ATA or SATA (7200 RPM or higher) or 256 GB SSD		
4	Monitor	18.5" LED/ LCD color monitor, at least 1366X768 resolution or better, with built in speakers and TCO 05 certified		
	Graphics Type	AGP		
	Video Ram	8 MB minimum		
5	Ethernet Interface	Integrated 10/100/1000 Mbps with wake-on LAN support		
6	I/O Ports	At least 6 USB /HDMI /VGA/Serial (Optional) /Ethernet RJ45 Ports		
7	Chipset	Intel chipset latest		
8	Mother Board	OEM motherboard		
9	Bus Type / Architecture	2 PCI		
	Number of Slots	At least 2 free PCI/PCI Express slot		
10	Key Board	Minimum 104 keys with rupee symbol (same make and color as base PC)		
11	Mouse	Optical Mouse USB interface		
12	Cabinet/Housing Form factor	Desktop Micro Tower		
13	DVD writer (optional)	22 X SATA DVD Writer		
14	Power Supply	Minimum 200 watts ACPI complaint SMPS power supply. Power supply should be capable of supporting fully configured PC		
15	Operating System	Windows 10 professional or higher along with media license and recovery DVD media. A sticker to be pasted on the supplied hardware by furnishing the list of serial nos. of Operating System along with		

Annexure 1

No.	Component	Description	Offered Y/N	Deviations if any
		the corresponding serial numbers of the CPU where it is preloaded. Deviation required will be specified at the time of order.		
16	BIOS version/specific features	These may be specified from time to time at the actual time of purchase		
17	Product Details/Testing	The product details / brochure to be available on publicly accessible website.		
18	Backup	While replacing PCs, Vendor to transfer data from old computer to new one as per requirement of the user.		
19	Configuration of PC	Vendor should install antivirus, Kaseya and printer drivers and enable access to CBS, bank's intranet and local/network printers. While replacing old PCs, all peripherals connected to the old PC to should be connected and installed with the new PC.		

ITEM 2

TECHNICAL SPECIFICATIONS- Thin Clients with intel processor

No.	Component	Description	Offered Y/N	Deviations if any
1	CPU	Intel Dual Core D2500 1.86 GHz		
2	Memory	2GB RAM upgradable up to 4 GB or higher		
3	VRAM	Integrated graphics with 32 MB shared RAM		
4	Flash ROM	2GB DOM upgradable up to 4 GB or higher		
5	Monitor	18.5" LED/ LCD color monitor, at least 1366X768 resolution or better, with built in speakers and TCO 05 certified		
6	Ports and jacks	USB or PS/2, local and/or network printer support		
7	I/O and peripheral Support	4 USB 2.0 ports, 1 VGA, 2, 1 serial, 1 parallel, 1 RJ-45		
8	Key Board	Minimum 104 keys with rupee symbol (same make and colour as base PC)		
9	Mouse	Optical Mouse with PS2/USB interface		
10	Power Supply	External power supply, Max power consumption 60 W(excluding monitor),		

Annexure 1

No.	Component	Description	Offered Y/N	Deviations if any
		Voltage: 110-240V AC, Frequency: 50Hz		
11	Operating System	Windows 10 professional or higher along with media license and recovery DVD media. A sticker to be pasted on the supplied hardware by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded. Deviation required will be specified at the time of order.		
12	LAN Card	Networking 10/100 Fast Ethernet, Auto speed sensing, front panel LED indicator. (10/100/1000 GB optional)		
13	Product Details/Testing/Support	Should support installation of local as well as Network printer. IE 8.0 or higher with full JVM. Thin client should be tested for Finacle/other software Environment.		
14	Compliance	Regulatory ROHS compliance Standards		
15	Configuration of PC	Vendor should install Kaseya, Open Office, printer drivers in thin clients and enable access to CBS, intranet and local/ network printers.		

ITEM 3

TECHNICAL SPECIFICATIONS-Laptop Option 1 -Laptop computers with Intel Processor

No.	Component	Description	Offered Y/N	Deviations if any
1	CPU	Core i3-11 th Gen or higher		
	Clock Speed	2.40 GHz or better		
	Cache	3 MB minimum		
2	Memory	8GB minimum expandable to 16GB		
	RAM Speed	2666 MHz minimum		
	RAM Type	DDR 4 or later Dual Channel Support		
3	Hard disk controller	SATA or SAS		
	Disk Capacity	1 TB Ultra ATA or SATA (Min 2 partitions) or 256GB SSD or 1 TB Ultra ATA or SATA (Min 2 partitions) with 256GB SSD		

Annexure 1

No.	Component	Description	Offered Y/N	Deviations if any
4	Display	14.0" LED Backlit Display screen with 1366 X 768 resolution or better, TCO 05 certified		
	Graphics Controller	Intel* Iris * Xe Graphics		
5	Ethernet Interface	Integrated 10/100/1000 Mbps lan, 802.11 b/g/n wireless lan		
6	Optical Drive	8x DVD Supermulti drive		
7	I/O Ports	1 card Reader (4 in 1) 2 no USB 2.0 1 no USB 3.0 1 no VGA 1 no HDMI 1 no RJ-45 1 no DVI 1 no. DC-in jack for AC adaptor 1 no. Mic-in 1 no. speaker/headphone-out jack		
8	Chipset	Integrated		
9	Mother Board	OEM motherboard		
10	Key Board	Single Pointing backlit Keyboard Spill resistant QWERTY keypad with 86 Keys and integrated Touchpad with 2 click buttons, Scroll with Multi-Gesture support. One external laptop mouse of OEM brand or MNC brand		
11	Communication	Bluetooth v 5.1 Wi- fi 6 (Wifi 802. 11ax)		
12	Webcam	HD camera or better		
13	Battery	41 WHr or higher with Express Charge™ Capable battery with battery backup of 4 Hrs or more with 3 years warranty. Battery to be replaced if backup time reduces by 50%		
14	Operating System	Windows 10 professional or higher along with media license and recovery DVD media. A sticker to be pasted on the supplied hardware by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded. Deviation required will be specified at the time of order.		

Annexure 1

No.	Component	Description	Offered Y/N	Deviations if any
15	Security	Hardware Lock facility like Kensington lock, bios password, hard disk password etc.		
16	BIOS version/specific features	These may be specified from time to time at the actual time of purchase		
17	Product Details/Testing	The product details / brochure to be available on publicly accessible website.		

ITEM 4

TECHNICAL SPECIFICATIONS for Laptop Option 2 -Laptop Computers with Intel Processor

No.	Component	Description	Offered Y/N	Deviations if any
1	CPU	Core i5-11 th gen or higher		
	Clock Speed	4.2 GHz or better		
	Cache	6 MB minimum		
2	Memory	8GB minimum expandable to 32GB		
	RAM Speed	3200 MHz minimum		
	RAM Type	DDR 4 or later Dual Channel Support		
3	Hard disk controller	SATA or SAS		
	Disk Capacity	1TB Ultra ATA or SATA (Min 2 partitions) with 256 GB SSD or 512 GB SSD		
4	Display	14-inch, FHD 1920 x 1080, anti-glare, non-touch		
	Graphics Controller	Intel HD Graphics 3000		
5	Ethernet Interface	Integrated 10/100/1000 Mbps lan, 802.11 b/g/n wireless lan		
6	Optical Drive	8x DVD Supermulti drive		
7	I/O Ports	1 card Reader (4 in 1) 2 no USB 2.0 1 no USB 3.0 1 no VGA 1 no HDMI 1 no RJ-45 1 no DVI 1 no. DC-in jack for AC adaptor		

Annexure 1

No.	Component	Description	Offered Y/N	Deviations if any
		1 no. Mic-in 1 no. speaker/headphone-out jack		
8	Chipset	Mobile Intel 8 Series Chipset or better		
9	Mother Board	OEM motherboard		
10	Key Board	Singe Pointing backlit Keyboard Spill resistant QWERTY keypad with 86 Keys and integrated Touchpad with 2 click buttons, Scroll with Multi-Gesture support. One external laptop mouse of OEM brand or MNC brand		
11	Communication	Wi-Fi 6 (WiFi 802.11ax), Bluetooth 5.1		
12	Webcam	HD camera or better		
13	Battery	41 WHr or higher with ExpressCharge™ Capable Battery, backup of 4 Hr or more with 3 year warranty. Battery to be replaced if backup time reduces by 50%		
14	Operating System	Windows 10 professional or higher along with media license and recovery DVD media. A sticker to be pasted on the supplied hardware by furnishing the list of serial nos. of Operating System along with the corresponding serial numbers of the CPU where it is preloaded. Deviation required will be specified at the time of order.		
15	Security	Hardware Lock facility like Kensington lock, bios password, hard disk password etc.		
16	BIOS version/specific features	These may be specified from time to time at the actual time of purchase		
17	Product Details/Testing	The product details / brochure to be available on publicly accessible website.		

ITEM 5

TECHNICAL SPECIFICATION- Printers and Peripherals

No	Component	Description	Offered (Y/N)	Deviations if any
1	80 Column Dot	9 Pin, Draft and NLQ, 80 column , better than		

Annexure 1

No	Component	Description	Offered (Y/N)	Deviations if any
	Matrix Printer	347 cps @ 10 cpi in Draft mode, atleast 64 KB cache, Centronics Parallel interface with cable. Should support standard emulations like EPSON, IBM,etc.		
2	80 Column Dot Matrix Printer	24 Pin, Draft and LQ, 80 column , better than 347 cps @ 10 cpi in Draft mode, atleast 64 KB cache, Centronics Parallel interface with cable. Should support standard emulations like EPSON, IBM,etc.		
3	Laser Jet Printer	32 MB RAM, better than 14 ppm, Resolution: HQ 1200 (2400 x 600dpi) Interface: 10/1000 Base TX NW, High speed USB 2.0, Parallel. Emulation: PCL6, BR Script (Postscript3), IBM, Epson. Duty Cycle: 2000 pages / month.		
4	Laser Jet Color Printer	32 MB RAM, better than 14 ppm, Resolution: HQ 1200 (2400 x 600dpi) Interface: 10/1000 Base TX NW, High speed USB 2.0, Parallel. Emulation: PCL6, BR Script (Postscript3), IBM, Epson. Duty Cycle: 2000 pages / month.		
5	Pass Book Printer	24 Pin, 90 Col at 10 cpi, Document Printer with flat bed, 100CPS or more LQ @ 10CPI, Horizontal / Vertical passbook handling, RS 232C Serial with cable, standard emulations viz. Wincor, Lipi, Epson or Olivetti		
6	Scanner	9600 DPI enhanced, 1200 DPI optical, A4 size, Scan speed of 25 sec. or better, flatbed desktop colour Scanner , Twin complaint with USB port. Windows Drivers		
7	Inktank Printers	Inkjet Monochrome – 30 PPM Draft, 15 PPM in ISO, Print Resolution 1200*600 dpi, USB 2.0		

ITEM 6
TECHNICAL SPECIFICATION- ADF Scanner

Annexure 1

Operating Modes	Simplex, Duplex, Color, Grayscale, Black and White
Max Document size	Width-8.5", Length-39.4"
Feeder capacity	20 sheets
Scanning Speed (Min)	Black And White (Simplex / Duplex): 15 ppm / 30 ipm Grayscale (Simplex / Duplex): 15 ppm / 30 ipm Color 24 Bit (Simplex / Duplex): 10 ppm / 20 ipm
Optical Resolution	600 dpi
Output Resolution	150 / 200 / 300 / 400 / 600 dpi
File Format Outputs	Single and multi-page TIFF, JPEG, RTF, BMP, single and multi-page PDF, searchable PDF
Connectivity	USB 2.0
Warranty	Three years onsite
Others	Auto Color Detection, Auto Page Size Detection, Auto Resolution Setting, Auto Cropping, Image Rotation, Color Dropout/Red Color Enhance, Deskew (automatic image straightening), Skip Blank Page, Text Orientation Recognition Ability to scan small documents, such as identification cards, business cards, insurance cards, and embossed hard cards.

ITEM 7

TECHNICAL SPECIFICATION- CTS Cheque Scanner

Scanning Speed (Min)	50 Cheques	120 Cheques	190 Cheques
Feeding Capacity	50 sheets	150 Sheets	250 Sheets
Sorting Pockets	1 pocket	1 output pockets	3 output pockets
Dimensions (W * D * H)	140*223*188	170*238*203	476*272*214
Interface	Hi-Speed USB 2.0	Hi- Speed USB 2.0	HI-Speed USB 2.0
Output Resolution (dpi)	100-300	100-300	100-300
Document feeding	Automatic sheet feeding	Automatic sheet feeding	Automatic sheet feeding

ITEM 8

TECHNICAL SPECIFICATION- Online UPS

Type	True ON-LINE
Capacity	2KVA/ 3KVA/ 5KVA
Technology	IGBT PWM

Annexure 1

Isolation	Using isolating transformer of same rating at output.
LCD Display	O/p voltage, Load, Hz, Battery voltage and input Voltage
Indicators	Mains healthy, Load on battery, Over load, Battery Low, UPS fault
Audible Alarms	For Mains unhealthy, battery low pre alarm, Overload, UPS fault
Overall Efficiency	> 90%
Load withstanding	125% for minimum 2 minutes
Input Volt	170-270V single phase (without battery sharing)
Input Frequency	50 +/- 3 Hz
Output Volt	230V +/-1%
Output frequency	50 Hz
Wave Form	Pure Sine Wave
TH Distortion	< 3%
Protections	Input over voltage, under voltage/ Output over voltage, overload, short circuit/ Battery over charge, deep discharge
Battery recharge time	< 12 Hours
Additional features / Connections	Cold start, SNMP enabled, Input power factor correction > 0.9. 4 hours backup , 96 V type, 120V type for 5KVA , High current output.
Warranty	3 Years

ITEM 9

TECHNICAL SPECIFICATION- Batteries

Tubular Batteries	12Volt, EL 65/75/100/130/150 AH C10 rated Tubular Batteries of make Exide /Rocket/Panasonic/ Quanta
Sealed Maintenance Free Batteries	12Volt Sealed service free 42/65/75/100 AH batteries of make Rocket /Panasonic/ Quanta/Exide

ITEM 10

Data Cabling

Materials

CAT 6 grade cables & IO Box of standard make
 Factory crimped patch cord
 ISI certified PVC conduits
 ISI or industry standard other products

Cabling

Cabling of standard quality and finish

ANNEXURE 2

Vendor Information

Name , PAN Number, GSTN and TAN	
Address	
Names & Addresses of the Partners, if applicable	
Contact Person(s)	
Telephone, Fax, e-mail	
Name/address/contact numbers of Regional Manager/Regional Head to whom the unresolved problems to be reported.	
Escalation Metrix	

Signature and Seal of the vendor

Annexure to RFP, IT Department, Federal Bank

Annexure 3

To:

Vice President and IT Head
IT Department
The Federal Bank Ltd.
Head Office, Aluva – 683 101.
Kerala.

Dear Sir,

Re: Request for Proposal for Hardware & Services dated 23-02-2022

We undertake to supply and deliver Hardware/Software/peripherals/articles and render other services in conformity with the RFP floated by the Bank and the Proposal submitted by us in response to the said RFP for sums as may be ascertained in accordance with schedule of prices attached herewith and made part of this Commercial Proposal. We undertake to deliver, install and commission the system in accordance with the delivery schedule specified in the Proposal.

Until a formal contract is prepared and executed, this Proposal together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any Proposal you may receive in response to your RFP.

Place:

Dated this day of 20....

(signature)

Duly authorized to sign Proposal for and on behalf of

(in the capacity of)

Annexure 4

COMPLIANCE STATEMENT

Declaration

We hereby undertake and agree to all the terms and conditions stipulated by the Bank in the RFP for Hardware & Services dated 21/02/2022 including all annexure, addendum and corrigendum.

We certify that the systems/services offered by us conform to all the Technical specifications stipulated by the bank except the following deviations.

List of Deviations

- 1.
- 2.
- 3.
- 4.
- 5.

Signature and Seal of the Vendor

(If "List of deviations" is left blank it will be construed that there is no deviation from the specifications given by the bank)

ANNEXURE 5

SERVICE SUPPORT DETAILS

Location details		Office Working days & hours	Number of maintenance engineers	Number of maintenance staff	Volume of minimum stock available at all time	
Location	Telephone and Fax No				Description of items	No.

Signature and Seal of the vendor

Annexure 6

PRICE SCHEDULE – Computers & Peripherals

Sl No.	Item Description	Make	Price / Unit	Warranty period
1	Personal Computers With OS* and disk capacity 500 GB Ultra ATA or SATA (7200 RPM or higher)			
2	Personal Computers With OS* and disk capacity 256 GB SSD			
3	Personal Computers With OS* and disk capacity 500 GB Ultra ATA or SATA (7200 RPM or higher) + 256 GB SSD			
4	Thin clients with OS*			
5	80 Column Dot Matrix Printer 9 pin			
6	80 Column Dot Matrix Printer 24 pin			
7	Laser Jet Printer			
8	Ink tank printers			
9	Laser Jet Colour Printer			
10	Ink tank colour printers			
11	CTS Scanner			
12	Pass Book Printer			
13	Scanner			
14	Laptop (i3) with disk capacity 256 GB SSD + 1 TB Ultra ATA or SATA (7200 RPM or higher 8GB RAM			
15	Laptop (i3) with disk capacity 256 GB SSD 8GB RAM			
16	Laptop (i5) with disk capacity 256 GB SSD + 1 TB Ultra ATA or SATA (7200 RPM or higher 8GB RAM			
17	Laptop (i5) with disk capacity 512 GB SSD 8GB RAM			
18	Laptop (i5) with disk capacity 512 GB SSD 16 GB RAM			
19	Disk retention for SSD (256 GB and 512 GB)			

***Quote separately for CPU and Monitor**

Annexure 6

PRICE SCHEDULE – UPS & Batteries

Sl No.	Item Description	Make	Price /Unit	Rate
1	UPS – 2KVA			
2	UPS – 3KVA			
3	UPS – 5KVA			
4	Battery – Tub – 100 AH and 130 AH SMF – 42AH, 65AH, 100AH			
5	3 KVA UPS with accessories (GST 18%) and 8 number of 130 AH Tubular batteries (GST 28%)			
6	3 KVA UPS with accessories (GST 18%) and 8 number of 100 AH SMF batteries (GST 28%)			
7	2 KVA UPS with accessories (GST 18%) and 8 number of 100AH SMF batteries (GST 28%)			
8	5 KVA UPS with accessories (GST 18%) and 10 number of 130 AH Tubular batteries (GST 28%)			
6	Buyback rate for old UPS			
7	Buyback rate for old batteries			

PRICE SCHEDULE – Data Cabling*

Sl No.	Item Description	Make	Price	Fixing / Laying charges
1	NW Cabinet 9U (WM)			
2	NW Cabinet 12U (WM)			
3	NW Cabinet 15U (WM)			
4	NW Cabinet 17 U (Floor stand)			
5	NW Cabinet 22U (Floor Stand)			
6	NW Cabinet 42U (Floor stand)			
7	FAN 12V, DC / AC 230 V			
8	FAN 12V, With FAN Tray (2 fans & tray)			
9	Component shelf, Telescopic			

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10	PDU, 6 o/p rack mount			
11	caster wheel (4 pcs) with lock			
12	Cable Organiser 1U			
13	Cabinet Fixing Accessories (Fischers etc), hw set			
14	Cat 6 UTP Cable			
15	UTP Patch panel, 24 Port , CAT6, 1U			
16	GRAY OUTLET, DATA, CAT6			
17	Faceplate,1-port, White			
18	Faceplate,2-port, White			
19	Faceplate,4-port, White			
20	UTP Patch cable,1 mtr			
21	UTP Patch cable,2 mtr			
22	UTP Patch cable, 3 mtr			
23	UTP Patch cable, 5 mtr			
24	2 Pair telephone cable			
25	50 port voice panel			
26	32 mm PVC conduit and accessories			
27	25 mm PVC conduit and accessories			
28	20 mm PVC conduit and accessories			
29	50 X 50 PVC cable trunking			
30	100 X 100 PVC cable trunking			
31	32 mm HDPE pipe			
32	6 core SM Fiber cable			
33	12 core SM Fiber cable			

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34	24 core SM Fiber cable			
35	6 core MM Fiber cable			
36	12 core MM Fiber cable			
37	24 core MM Fiber cable			
38	6 port Fully loaded LIU			
39	12 port Fully loaded LIU			
40	24 port Fully loaded LIU			
41	Fiber patch cord 3 mtr			
42	Wall cutting			
43	Relocation of the UTP through existing (pull bk & install)			
44	Installation / Mounting of cabinet with bundle			
45	Migration of links to the new cabinet, per drop , re Termination - testing & labeling			
46	Installation of cabinet Accessories (switch / patch panel shelf / pdu / caster wheel) etc.			
47	Installation of Conduit / Structure / Conceal /Services. Mtr			
48	One point cabling charges			
49	Removing and refixing charges			

*For different make of cabling items – Use separate rows

Signature of the vendor:

Name:

Business Address:

ANNEXURE 7

Terms of Purchase

These are terms and conditions of purchase of Hardware and Services by the Bank. This document is attached to RFP issued by Bank for selecting Vendors for either supplying Hardware and or providing Services. These terms are construed as agreed by the Bidder by responding to the RFP. Supplying hardware or providing Services (hereinafter named "Goods") against a purchase order issued by the Bank in conformity with the Proposal of the selected Vendor in response to RFP issued by Bank (RFP, Proposal and Purchase Order together hereinafter referred to as "Contract") will be governed by the terms herein stated even without attaching a copy to each such purchase order.

1. Country of Origin

- 1.1. All Goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

2. Standard

- 2.1. The Goods supplied under the Contract shall primarily conform to the standards mentioned in the Technical Specifications. In case the Bank finds the Goods delivered are not meeting the specifications, penalty at the rate of 50% of the cost of equipment will be realized from any future dues payable to the Vendor.
- 2.2. Further all standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISO, X/Open etc.
- 2.3. All software supplied should be legal and licensed and supplied on standard CD-ROM media, with user documentation (English language versions).

3. Disclosure & Use

- 3.1. The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only that may be necessary for purposes of such performance.
- 3.2. The Vendor shall not, without the Bank's prior written consent, make use of any document or information in this document except for purposes of performing the Contract.
- 3.3. Any document, other than the Contract itself shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

4. Patent Rights

- 4.1. In the event of any claim asserted by a third party of infringement of copyright,

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patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Vendor shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

- 4.2. The Bank will give notice to the vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing off the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 4.3. The vendor shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity.

5. Indemnity

- 5.1. The Vendor shall indemnify the Bank against all claims against infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

6. Inspection and Quality Control Tests

- 6.1. Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:
 - a. Inspection of Goods by the Bank / Bank's Consultants as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done Vendor's site before award of the Contract;

Provided that the Bank may, at its sole discretion, waive inspection of Goods having regard to the value of the order and/or the nature of the Goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of Goods.

- b. The inspection of the Goods is to check whether the Goods are in conformity with the technical specifications mentioned in the RFP or the Quotation submitted by the Vendor. The Vendor will dispatch the Goods to the ultimate consignee after internal inspection/testing along with the Vendor's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out pre-dispatch inspection. In such a case, the entire cost of such inspection, including the boarding, lodging, travelling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Vendor, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Vendor;

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- c. The Bank may test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Vendor should furnish all details to the Bank sufficiently in advance so as to get the works completed before receipt of the equipment). Complete hardware and software should be supplied, installed and commissioned properly by the Vendor prior to commencement of performance tests;
- d. The acceptance test will be conducted by the Bank / Bank's Consultants or any other person nominated by the Bank, at its option. The acceptance will involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules / sections will be allowed. The Vendor shall maintain a necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory;

Provided that the Bank may, at its discretion, require the Vendor to devise and conduct the acceptance test, at his own cost, in the presence of Bank's representative(s) to establish to the satisfaction of the Bank that the configuration/performance of the Goods supplied are in conformity with the specifications laid down in the purchase contract.

- e. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Vendor at no extra cost to the Bank;
- f. Successful conduct and conclusion of the acceptance tests for the installed Goods and equipment shall also be the sole responsibility and at the cost of the Vendor.
- g. The inspections and quality control tests may be conducted on the premises of the Vendor, at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Vendor, reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.
- h. Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Vendor shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost to the Bank.
- i. Nothing stated hereinabove shall in any way relieve the Vendor from any warranty or other obligations under this Contract.

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7. Manuals and Drawings

- 7.1. Before the Goods are taken over by the Bank, the Vendor shall supply operation and maintenance manuals together with drawings, wherever applicable, of the Goods.
- 7.2. Unless and otherwise agreed, the Goods shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to the Bank.
- 7.3. For the System & Other Software, the following will apply:
 - a. The Vendor shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Vendor shall also provide licensed software for all software products, whether developed by it or acquired from others. The Vendor shall also indemnify the Bank against any levies/penalties on account of any default in this regard.
- 7.4. Acceptance Certificates:
 - a. On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems.

8. Packing

- 8.1. The Vendor shall provide such packing of the Hardware as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, wherever appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2. The Vendor will be required to make separate packages for each Consignee. Each package will be marked with proper paint/indelible ink with Vendor Name, Consignee Name and Packing List Reference number.

9. Delivery and Documents

- 9.1. Delivery of Goods shall be made by the Vendor **within 4 weeks from the date of Purchase Order** in the case of **Hardware** and **within One week from the date of Purchase Order** in case of **Data Cabling Service**. The installation of the goods shall be made by the vendor within one week of the delivery. The details of shipping and/or other documents to be furnished by the Vendor are specified hereunder:
 - a. Vendor's invoice showing contract number, Goods description, quantity, unit price and total amount;
 - b. Delivery note, Railway receipt or acknowledgement of receipt of Goods from the

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Consignee or in case of Goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;

- c. Packing list identifying contents of each package;
- d. Insurance certificate wherever supply is not at vendor's risk;
- e. Manufacturer's / Vendor's warranty certificate;
- f. Inspection certificate issued by the nominated inspection agency, if any, and the Vendor's factory inspection report and Quality Control Test Certificates,

The above documents shall be received by the Bank before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Vendor will be responsible for any consequent expenses.

- g. Product brochures, catalogues, technical literature, system/reference manuals, instruction booklets, supporting documentation, installation and user manuals for all the components like Mother Board, SCSI Controllers, Disk Drives, IDE/EIDE Controller, Display Controller, Ethernet Interface, DVD-ROM, etc. Monitor, Keyboard, etc., should be delivered.
- h. Software drivers for Microsoft Windows 10 Pro, Microsoft Win 2Kserver/ Professional and all components like Mother Board, Disk Drives, IDE/EIDE Controller, Display Controller, Ethernet Interface, DVD-ROM, etc. Monitor, Keyboard, etc., would be made available at all the locations with the systems at the time of delivery of equipments.

10. Insurance

10.1. The insurance shall be in an amount equal to 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" valid for a period not less than one month after installation and commissioning and issue of acceptance certificate by the Bank.

10.2. Should any loss or damage occur, the Vendor shall –

- a. Initiate and pursue claim till settlement, and
- b. Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

11. Transportation

11.1. Transport of Goods to such place of destination in India, including insurance and storage, shall be arranged by the Vendor, and the related costs shall be borne by the Vendor.

12. Incidental Services

12.1. The incidental services to be provided are as under:

- a. Performance of on-site assembly and start-up of the supplied computer hardware,

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- operating system and other software packages;
- b. Furnishing of appropriate hardware, device drivers, system design and programming services required for development and/or maintenance of the supplied Goods;
 - c. Even if the hardware is initially purchased for use with particular Operating System(s), the Bank may, at any future date, use the hardware with any other operating system and in such cases, the Vendor shall provide the device drivers required for the hardware components in order for them to function satisfactorily in the new operating environment. In the event of such device drivers not being available, the Vendor should substitute the hardware component with another with comparable performance and having device driver software for the proposed operating system.
 - d. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - e. Maintenance, repair and software updates of the supplied Goods for a period of three years after expiry of the warranty, provided, that this service shall not relieve the Vendor of any Warranty obligations under this Contract; and
 - f. Training of the Bank's personnel at the Vendor's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software as specified herein elsewhere.

13. Spare Parts

- 13.1. As specified, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a. Such spare parts as the Bank may elect to purchase from the Vendor, provided, that this election shall not relieve the Vendor of any warranty obligations under the Contract; and
 - b. In the event of termination of production of the spare parts:
 - (i) Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Bank, the blueprints, drawings, and specifications of the spare parts, if requested.
 - (iii) The vendor shall stock adequate spares as indented by the Bank at their respective Zonal Offices to ensure a better uptime, at no cost the bank.

14. Warranty

- 14.1. The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials. The Vendor further warrants that all Goods supplied under this Contract shall have no defect, arising from design,

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materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied Goods in the conditions prevailing in India.

- 14.2. The warranty period shall be 36 (Thirty-six) months from the date of acceptance of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to the Bank, the warranty shall terminate after 37 (Thirty-seven) months from the date of delivery as the case may be. The Vendor shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with relevant clauses above.
- 14.3. The Bank shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 14.4. In case equipment, peripheral or components such as CPU, monitors, printers, etc., are taken away for repairs, the vendor shall provide similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the Bank's regular work.
- 14.5. If the Vendor having been notified, fails to remedy the defect(s) within 24 hours from the of receipt of such notice, the Bank may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Bank may have against the Vendor under the Contract.
- 14.6. If during operation, the real Mean Time Between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Vendor shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.
- 14.7. Bidder must have back to back support relation with the OEMs whose products are followed by the bidder to the Bank, in case the bidder is not Original Equipment Manufacturer (OEM), a commitment letter from the OEM for extending back to back support/service for the purpose of warranty/AMC by bidder during the contact period at least for a period of 5 years has to be submitted along with the Technical bid (MAF as per Annexure – 8)

15. Maintenance Service:

- 15.1. Free on-site maintenance services for hardware and software shall be provided by the Vendor during the period of warranty.

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- 15.2. The maximum response time for a maintenance complaint (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 4 (Four) hours from the receipt of such communication. In the event of failure of response, a penalty of Rs.100 per hour of delay in response will be payable by Vendor and such penalty amount will be realized from future dues to the Vendor.
- 15.3. It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Vendor to repair it) as mentioned in the RFP. In case an item is not usable beyond the stipulated maximum downtime the Vendor will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty of Rs.1000/- per day per item. The total penalty shall be restricted to 20% of the claimed invoice value. The amount of penalty will be recovered from payment due to the vendor during warranty and/or annual maintenance charges and/or by lodging a claim against the Vendor or invoke the Performance Bank Guarantee, as the case may be. In the event of such amount not sufficient to set off the liability of the Vendor under this head the Bank shall be at liberty to proceed against the Vendor for recovery of the balance as may be advised.

16. Payment

16.1 Payment shall be made in Indian Rupees, in the following manner:

- a. Full payment after delivery and successful installation and commissioning of the Goods ordered and Bank's acceptance of the same. Wherever installation could not be carried out by the vendor due to the site not being ready even after 30 days after the last date for delivery mentioned in the purchase order, 90% payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of Vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.; and
- b. The remaining 10% of the Contract Price shall be paid within thirty (30) days after submitting the installation report.

17. Maintenance during warranty period

- 17.1. Further provided that the Bank may, during the currency of the warranty, shift the Goods wholly or in part to other location(s) within the Country and in such case the Vendor undertakes to continue to warrant or maintain the Goods at the new location without any other additional cost to the Bank.

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18. Prices

- 18.1. Prices payable to the Vendor as stated in the Contract shall be firm and will be subject to downward revision whenever there is a change in the hardware prices. Adjustments during performance of the Contract, with regard to exchange rate fluctuations, changes in taxes, duties, levies, charges etc will not be entertained.
- 18.2. **GST Law:** The bidder has to submit an Undertaking mentioning its compliance with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions there under applicable in India from time to time and to ensure that such compliance is done

19. Change Orders

- 19.1. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
- (a) specifications;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Vendor.
- 19.2. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 7 days from the date of Vendor's receipt of Bank's changed order.

20. Repeat Orders

- 20.1. After a Contract is awarded to a Vendor, the Bank may, at its discretion, award further Purchase Orders to the same Vendor for all/some of the Goods originally quoted by him at the same/reduced prices up to a period of 3 (three) months after the expiry of period specified in the Proposal without calling for fresh Proposal.

21. Contract Amendments

- 21.1. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

22. Assignment

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

23. Subcontracts

- 23.1. The Vendor shall notify the Bank in writing of all subcontracts awarded under the Contract, if not already specified in the Proposal. Such notification, in the original

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Proposal or later, shall not relieve the Vendor from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.

- 23.2. Subcontracts must comply with the provisions of Terms and conditions of the contract.

24. Delays in the Vendor's Performance

- 24.1. Delivery of the Goods and performance of Services shall be made by the Vendor in accordance with the time schedule prescribed by the Bank.
- 24.2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 24.3. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

25. Liquidated Damages

- 25.1. If the Vendor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

26. Termination for Default

- 26.1. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
- (a) If the Vendor fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- or
- (b) If the Vendor fails to perform any other obligation(s) under the Contract.

- 26.2. In the event the Bank terminates the Contract in whole or in part, it may procure,

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upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

27. Force Majeure

- 27.1. Notwithstanding the provisions of Terms and Conditions, the Vendor shall not be liable for forfeiture of their performance security, liquidated damages, or termination for default if and to the extent that their delay in performance or other failure to perform their obligations under the Contract is the result of an event of Force Majeure.
- 27.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable such as acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor 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.

28. Termination for Insolvency

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

29. Termination for Convenience

- 29.1. The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- 29.2. The Goods that are complete and ready for delivery within 7 days after the Vendor's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Bank may elect to have any portion completed and delivered at the Contract terms and prices.

30. Resolution of Disputes

- 30.1. The Bank and the Vendor shall make every effort to resolve amicably by direct

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informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

30.2. If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Vendor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

30.3. The dispute resolution mechanism to be applied shall be as follows:

- a. In case of Dispute or difference arising between the Bank and a Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is above Rs. 1 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Bank and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Vendor.
- b. Arbitration proceedings shall be held at Ernakulam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- c. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- d. Where the value of the contract is Rs. One Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

31. Governing Language

31.1. The governing language shall be English.

32. Applicable Law

32.1. The Contract shall be interpreted in accordance with the laws of the Union of India and the Vendor shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

33. Notices

33.1. The following shall be the address of the Bank and Vendor for notice purposes.

Address of Bank	Address of Vendor
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<p>The Federal Bank Ltd Information Technology Department Head Office Aluva, 683 101 Kerala</p>	
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33.2. A notice shall be effective when delivered or on the notice’s effective date whichever is later.

34. Taxes and Duties

34.1. Vendor will be entirely responsible for all applicable present and future taxes, duties, levies, charges, license fees, road permits etc. in connection with sale and delivery of Goods at site including incidental services and commissioning. Payment of Octroi, entry-tax, alone, if applicable, will be made as actual, on production of suitable evidence of payment by the Vendor.

Income / Corporate Taxes in India:

34.2. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

34.3. The Vendor’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

34.4. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

35. Vendor Integrity

35.1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the terms agreed upon using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

36. Vendor’s obligations

36.1. The Vendor is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank on implementation activities.

36.2. The Vendor will abide by the job safety measures prevalent in India and will free

ANNEXURE 7

the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

36.3. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

36.4. The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

37. Site preparation and installation

37.1. The Bank is solely responsible for the preparation of the hardware sites in compliance with the technical and environmental specifications, if any. The Bank will designate the installation sites before the scheduled installation date, if required by the Vendor, to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

38. Hardware Installation

38.1. The Vendor is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

39. Hardware & System Software Maintenance

39.1. The Vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.

39.2. If any critical component of the entire configuration is out of service for more than a day, the Vendor shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

39.3. The Vendor will respond to a site visit and commence repair work on the equipment within 4 (Four) hours of being notified of equipment malfunction.

39.4. During warranty and later during AMC period, the Vendor will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day.

40. Training

40.1. For each hardware and software component installed, the Vendor is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate the total system.

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41. Technical Documentation

41.1. The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

42. Right to use defective equipment

42.1. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Bank shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Bank's operation.

43. Service Level Agreement

43.1 The selected Bidders have to sign detailed Service Level Agreement (SLA) with the Bank and also Non-Disclosure Agreement (NDA) for supply, installation and warranty support.

Annexure 8

Manufacturer Authorisation Form (MAF)

**The Vice President and IT Head
The Federal Bank Ltd,
IT Department,
Federal Towers, Head Office
Aluva – 683101**

Dear Sir,

We (*Name of the Manufacturer*) who are established and reputable manufacturers of having factories at,,, and do hereby authorize M/s (who is the bidder submitting its bid pursuant to the Request for Proposal issued by Federal Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipments manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorised the Bidder for this purpose. We hereby extend our guarantee/ warranty and AMC/ATS as per terms and conditions of the RFP Noand the contract for the equipment and services offered for supply against this RFP No..... by the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... in respect of such equipments and services.

Yours Faithfully

Authorised Signatory

(Name:

Phone No.: Fax: E-mail:)

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

Annexure 8

Signature and Seal of the Vendor

(If “List of deviations” is left blank it will be construed that there is no deviation from the specifications given by the bank)