

**Request for Proposal & Quote****NETWORK ACCESS CONTROL (NAC) SOLUTION  
FOR**

**The South Indian Bank Ltd  
Digital & Technology Department,  
SIB Building, Info park Road,  
Rajagiri Valley, Kakkanad,  
Ernakulam – 682 039.  
Kerala.**

Ref	SIB/DTD/NW/74/2025-26
Version	1.0
Date of issue of RFPQ	10-06-2025
Last date for Receipt of Proposal	25-06-2025
Purchaser Location	PAN India
Type of Contract	Supply, Installation, Service & Support

This document is the exclusive property of SIB. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the prior written permission of SIB. The use of the contents of this document, even by the authorized personnel/agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violations and shall be punishable under the Indian Laws. Any product/company/service names mentioned herein may be Trademarks/Service marks of other organizations/companies and are mentioned only for purposes of illustration.

**DISCLAIMER**

The information contained in this RFP document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFP does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. The 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 Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## Table of Contents

1. ABOUT OUR BANK: .....	4
2. PURPOSE OF THE PROJECT.....	5
3. TERMS & ABBREVIATIONS USED IN THIS DOCUMENT: .....	6
4. SCOPE OF WORK: .....	7
4.1 TECHNICAL SPECIFICATION.....	7
5. OTHER CONDITIONS.....	11
6. SUPPORT TERMS & CONDITIONS.....	11
7. DELIVERY, INSTALLATION & TRAINING: .....	13
8. WARRANTY, AMC & ATS:.....	14
9. COMMERCIALS & PAYMENT TERMS: .....	17
10. JURISDICTION.....	17
11. LIQUIDATED DAMAGES .....	17
12. FORCE MAJEURE.....	18
13. AUTHORISED SIGNATORY.....	18
14. INDEMNITY.....	18
15. NON PAYMENT OF AGREED PRICE.....	18
16. SUB CONTRACTING.....	19
17. VENDOR RESPONSIBILITY.....	19
18. GENERAL TERMS AND CONDITIONS:.....	22
19. TERMINATION: .....	25
20. RESPONSE TO RFPQ & CONTACT DETAILS .....	26
21. ELIGIBILITY CRITERIA.....	28
22. SELECTION CRITERIA .....	28
23. LITIGATION .....	29
24. ANNEXURE I:.....	30
25. ANNEXURE II:.....	31

## **1. ABOUT OUR BANK:**

The South Indian Bank Ltd, a Banking Corporate constituted under the Companies Act 1913, having its head office at SIB House, T.B. Road, Mission Quarters, Thrissur - 680 001 and having Branches / Offices all over the country and in UAE (hereinafter referred to as “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns). The bank started its journey on 29th January 1929 in Thrissur, the cultural capital of Kerala. We are one among the pioneers in the technology driven banking arena, known for its consistent growth and unparalleled customer service. The South Indian Bank Ltd. is first among the private sector banks in Kerala to become a Scheduled Bank in 1946 under the RBI Act. With a pan India presence of 948 branches, 1151 ATMs supported by a committed & skilled workforce together with robust technology platform, we are well equipped to grow as a customer-oriented repository of savings. From the inception, the Bank has been a trend setter in the technological advancements among Private Sector players, the implementation of Core Banking Solution (CBS) being the first example. We are currently running on Finacle10. Our widely accepted array of online services like Internet Banking, Mobile Banking, Online shopping etc. make any time banking a reality. The Bank is moving ahead with well set targets, clearly defined priorities, redrawn road maps fueled with an aroma of optimism, to fulfill the vision of converting itself into a 'Retail Banking Powerhouse'

The South Indian Bank Limited offers various customer services such as Anywhere-Any Time Banking supported with online ATMs, Internet Banking, International ATM-Cum-Debit Cards, Mobile Banking, online payment, on line trading etc. The Bank has already adopted significant technological advancements and uses them to leverage business operations such as NDS-PDO, RTGS, NEFT, Domestic ATM sharing, NPS, SWIFT, Treasury, Forex, POS, etc.

The Bank is using 'Finacle' (from M/s. Infosys Technologies Ltd) as the Core Banking Solution (CBS). The Bank presently uses Core Banking Software – Finacle 10. Bank has been awarded with ISO 27001:2013 Certification for Information Security Management Systems (ISMS).

## **2. PURPOSE OF THIS PROJECT:**

The purpose of this RFP is to invite proposals from eligible vendors for the procurement of Network Access Control (NAC) solution at our Data Centre located at Kakkanad and DR site located at Bangalore. The Bidder should note that the purpose behind issuing this RFP is to invite pre-qualification, technical and commercial bids from the eligible bidders and selection of bidder(s) for the above purpose as per Scope of work and Technical Specifications given in this RFP.

**Please note that Bank is not encouraging any major deviations in RFP. However, based on common discussions, RFP may be amended and hence all the terms & conditions in RFP is subjected to amendments. Bank reserves the right to reject the bid, if bid is not submitted in proper formats as per RFP. Any attempt by the Bidders to visit or meet Top management officials of the South Indian Bank in connection with or incidental to the Bid process, shall be construed by the Bank as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding.**

### 3. TERMS & ABBREVIATIONS USED IN THIS DOCUMENT:

- a. **'Bidder'** means the vendor who is submitting the Bid.
- b. **'Bid'** shall mean the set of Bid/Request for Proposal and Quote (RFPQ) documents provided by Vendor to the bank for submitting a competitive quotation for the execution of 'Works' in accordance with the terms specified in this document.
- c. **'SIB/Bank'** means The South Indian Bank Ltd.
- d. **'Data Center (DC)'** means to the Bank's Data Center at Kochi, Kerala, where the servers are installed.
- e. **'Disaster Recovery site (DR)'** means to the Bank's Disaster Recovery Center at Bangalore, Karnataka.
- f. **'Project/Works'** means the supply, configuration, implementation, testing, commissioning and documentation related to the NAC solution.
- g. **'Vendor/Provider'** means the SI who has submitted the Bid documents for the said 'Works' with the intention of submitting a competitive quotation for the execution of Works in accordance with terms specified in this document.
- h. **'Service Level Agreement'** shall mean the Tri-Party Contract entered into between Bank, the successful Vendor and the OEM on award of Contract for Works .
- i. **'Successful Bidder'** means the vendor whose Bid is accepted by the Bank and been awarded the Contract of Works.
- j. **'CBS'** – Finacle Core Banking solution.
- k. **'RFPQ'** – This Request for Proposal & Quote
- l. **'Full Acceptance'** means the solution has been 'fully implemented' and has passed the acceptance test as per the acceptance test plan.

#### **4. SCOPE OF WORK:**

1. Supply, installation, implementation and support for Network Access Control solution for 10300 user endpoints, 3800 other devices, 2900 network devices.
2. Provide onsite facility management services for the solution as outlined in the scope of the RFP.
3. The support during the FM contract period will include the day to day changes, onboarding user devices, reporting, coordinating with other teams, resolution of issues software upgrades, patch deployments, customizations in the solution and end-user support, etc.
4. Co-ordinating with OEM for Design/Consulting/Best Practices related help with regards to NAC Appliance.
5. Implement DC & DR setup for the solution.
6. To provide all hardware and software required to meet the technical specifications.
7. All necessary entitlements papers of license for both hardware & software should be provided to the Bank. Bidders should submit escalation matrix along with Bid documents and keep bank informed if any changes take place.
8. Design, Implementation and administration document should be shared with the Bank.
9. Classroom training should be provided to bank officials on administration and basic troubleshooting of the devices and software.
10. Integration with SIEM (Security Information and Event Management) for complete log management.

##### **4.1 Technical Specification**

- Solution should support all the industry standard protocols for detection.
- Solution should be in High Availability mode in both DC&DR and replicate changes between DC and DR in real time basis. Capability to automatically failover shall be made available at both locations.
- Solution should be designed to provide 99.99% uptime & 5 min ETR.
- The solution must block unauthorized or rogue devices from gaining network access, including those attempting to use attack methods such as MAC spoofing, ARP spoofing, among others.

- Solution should have centralized architecture with web or GUI based dashboard console for monitoring, reporting, notification, maintaining and policy management of the registered users/ devices centrally.
- Solution should perform discovery, classification, posture assessment, remediation and control on endpoints connected to the network, regardless of their operating systems, such as Windows, Linux, Macintosh, etc.
- Solution shall preferably use agentless approach for detection of unauthorized access via network activities analysis from the endpoints.
- Solution shall support role-based administration such as Administrator, Device onboarding role, Database Reader and Read-only access users.
- The proposed solution should enable administrators to centrally configure and manage profiles, posture, guest, authentication and authorization services in a single web-based GUI console, simplifying administration by providing consistency in managing all these services.
- The proposed solution should support to monitor traffic from multiple segments like WAN, DMZ Server Farm, Wi-Fi network, MPLS, VPN, VDI etc.
- The solution must be fully compatible with the Bank's existing wired, wireless, and VPN network infrastructure.
- The proposed solution should detect changes in endpoint state, including changes in endpoint classification (e.g., a device classified as a PC changing to a printer device) and perform automatic remediation. This process should happen continuously, rather than waiting for the next authentication event.
- The solution must implement a control mechanism utilizing access control lists (ACLs) in a static IP network environment with a default VLAN configuration.
- The Proposed Solution should have built in capabilities to add exceptions for detections.
- The proposed NAC solution should enable authorized administrators to bypass a PC or branch from the central management console in case of an emergency.
- The proposed NAC solution should have the capability to execute custom scripts on Windows, Linux, and Apple MacBook endpoints. The execution of custom scripts or commands should be based on compliance policies or for automatic remediation purposes. For example, but not limited to: retrieving various details



from Windows, Linux, and Apple MacBook endpoints, obtaining information related to running processes, or uninstalling malicious software from endpoints.

- The solution must be able to generate report on different parameters. i.e. Compliance, NonCompliance, corporate, Guest, BYOD, Mobile Devices, IOT's etc. and solution should come with predefined, out of the box reports.
- The Solution should provide reports with (but not limited to) HTML/CSV/PDF/Excel formats and Solution should be able to schedule reports and provide the flexibility to generate on-demand reports in daily/weekly/monthly/yearly or specific range (by day and time) and have capabilities to deliver via email.
- The proposed solution should support classification, posture-check / Integration of 17000 IP devices with an expected 10% increment per year for next five years.
- Any hardware sizing should be in-line with five year forecast and licensing should be in-line with current user / IP count.
- The solution should accommodate both 802.1X and non-802.1X architectures while seamlessly integrating with the Bank's existing network infrastructure, eliminating the need for any hardware or software upgrades associated with 802.1X implementation. For components that do not support 802.1X, the solution should support alternative protocols such as agent-less authentication, MAC address-based authentication, SNMP, SSH, and more.
- The solution Should operate within a heterogeneous network with switches from multiple vendors (e.g. - Cisco, D-Link, Juniper, HP, Nortel, Linksys, Extreme Networks, etc. and legacy switches). NAC appliance should support vendor agnostic switch infrastructure. It must support the same with & Without 802.1x mechanism.
- The solution should have a provision to support non- NAC capable hosts (i.e., printers, IP phones, IOT's, ATM's etc.) based on MAC address or other parameter and it should support exception lists for non-NAC capable hosts.
- The solution must be capable of presenting informational notifications interactively, utilizing methods such as bubble notifications, email, and other similar channels.
- If the proposed solution includes a traffic inspection device, it must have

minimum 2 x 1/10G Ethernet Copper Ports and must have minimum 4 x 10/25G Fiber (LC) interfaces.

- The Solution shall support NTP server time synchronization.
- The solution should be capable of being bypassed in the event of any failure of the solution.
- The solution should support bi-directional integration with Cortex XDR, InDefend DLP and Management Engine solution.
- The Proposed solution should integrate with Bank's SIEM solution Qradar.
- The Solution must be able to automatically classify the detected IP devices in to different categories according to their functions such as Windows PCs, Printers, VoIPs, Network Devices, ATM's, Wireless controllers, IOT's etc.
- The proposed solution should be able to control Wireless endpoints and capable to integrate with FortiGate, Aruba, Cisco, Extreme, Mojo controllers.
- The proposed NAC solution should support, verify authentication and integrate with Microsoft Active Directory server.
- The solution should be implemented by OEM directly.
- Onsite Installation and implementation of the solution at various locations as per the implementation plan and Design.
- OEM's expert implementation team will be onsite till complete installation, implementation and project signoff.
- The End of support of the solution including hardware and software components quoted should be at least 7 years from the date of project sign-off.
- The bidder should have back to back arrangement with the OEM so that bank will be able to log a call with the OEM directly.
- All the NAC functionality / features asked in the RFP should be available from day one.
- The proposal should include all necessary licenses and components, including any third-party components, required to achieve the functionalities and features mentioned in the RFP, as well as ensure high availability.

**5. Other conditions:**

- a. Bank reserves right to cancel the contract at any time in case solution fails to meet any of the requirements as mentioned in the RFP.
- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. Bank reserves the right to change the Successful bidder with three months' notice to the concerned person of the Company.
- d. A detailed agreement will be done with the successful bidder specifying roles and responsibilities.
- e. The offered solution shall be subject to Bank's audit through off-site and on-site scrutiny at anytime during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period without any extra cost.
- f. Obtaining Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the successful bidder (Vendor). The successful bidder (Vendor) shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

**6. SUPPORT TERMS & CONDITIONS**

- a. The Vendor shall provide on-site maintenance and service/support, from the date of implementation of the solution including related Hardware components and all the supplied products during the contract period. The on-site maintenance and service/support will be provided to the proposed solution on a 24 hours' x 7 days a week basis throughout the period.
- b. The Vendor shall sign a comprehensive Tri-Party Service Level Agreement with the Bank covering all relevant areas along with the Purchase Order

- c. The support should cover all upgrades and complete maintenance of all hardware/software components.
- d. Support level provided during the implementation, have to be clearly specified along with the ESCALATION MATRIX, method of support etc.
- e. Support terms must be in accordance with the SLA only, notwithstanding anything contrary contained in any other documents whether executed before or after the execution of this agreement.
- f. The Vendor shall at his own cost rectify the defects/replace the items supplied, for defects identified till the period of service.
- g. The Vendor should replace the faulty items as mentioned under the penalty terms mentioned in this RFP & SLA.
- h. The vendor will provide 3 years' comprehensive on-site warranty support for the proposed solution (for both hardware & software). Hardware AMC and license/subscription cost for 4<sup>th</sup> & 5<sup>th</sup> year will be freezed.
- i. Bank reserves the right to approve the involvement of the third parties in the installation process and if it deems so and the Vendor shall render all assistance for the same.
- j. The Vendor will proactively monitor the solution. In case of any problem observed or reported by the branch/office, the vendor should resolve the problem immediately.
- k. Vendor shall maintain the necessary spares locally to meet the required uptime.
- l. Any spares and the logistics thereof needed for maintaining resolution norms should be recommended and managed by the vendor either onsite or offsite.

## **7. DELIVERY, INSTALLATION & TRAINING:**

- a. Vendor should also designate a Project Manager/Leader to manage the whole project. This Project Manager/Leader should be the single point of contact for any clarifications, support, etc. The Name, designation, address, e-mail address, telephone/ mobile no: etc of the identified Project Manager/Leader should be informed to the bank along with the RFPQ.
- b. Supply/Delivery: The equipment should be delivered in full within **FOUR WEEKS** of issuing the Letter of Intent/ Purchase order. Part shipment is not acceptable unless otherwise mentioned in the letter of intent/ purchase order. This is only applicable to the initial project kick start. For any additional requirements it should be supplied, delivered & installed within 10 days in the desired location preferred by the bank.
- c. The Selected Vendor should do a Live POC by implementing the solution at the preferred locations by Bank and demonstrate the use cases within one month. We also expect the solution to be running stable for minimum two months and also provide sufficient training to bank staff.
- d. The ordered items (including full BOQ) should be delivered to the locations as mentioned in Purchase order.
- e. For delayed delivery/delayed performance, the penalty amount should be at 18% p.a on the entire purchase order value mentioned in the purchase order concerned for the delayed number of days from date of delivery stipulated / arrived at/accepted by the vendor. However, the Vendor shall make all endeavors to deliver all items before the date. This is applicable only for the project initiation.
- f. If the supply is delayed, the Bank can cancel the said purchase deal without any obligation on its part and the same shall be binding on the Vendor.
- g. Installation: Vendor should install all ordered equipment's supplied and integrate with existing infrastructure within 8 weeks from the date of delivery of the equipment at respective locations.

- h. After completion of installation, the bidder should obtain sign-off on the installation cum Acceptance certificate from the Bank official at respective locations. Bank will carry out acceptance of solution as per acceptance test plan.
- i. Installation will be treated as incomplete in one/all the following situations:
  - a. Non-delivery of any hardware or other components viz. accessories, documentation, software/ drivers media mentioned in the order.
  - b. Non-delivery of supporting documentation.
  - c. Delivery, but no installation of the components and/or software within 12 weeks.
  - d. System operational, but unsatisfactory to the Bank.
- j. Field Level Support: The proposed vendor should have sufficient field level support engineers for doing the installation and support.
- k. It is vendor's responsibility to generate detailed documentation for the entire installation including configuration, installation procedures, troubleshooting procedures and other details. At least two copies of the documentation with neat legible matter and diagrams should be given to the SIB as neatly bound books.

**8. WARRANTY, ANNUAL MAINTENANCE CONTRACT (AMC) & ANNUAL TECHNICAL SUPPORT (ATS):**

Complete solution supplied should be covered under comprehensive on-site BACK-TO-BACK WARRANTY, AMC& ATS for three years from the date of installation. Bidder should make adequate arrangements for the same. This includes replacing the faulty component, updating the latest patches, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Policy fine tuning under the super vision of OEM in regular period will be an integral part of the solution.

After the warranty period expires, the vendor should enter an Annual Maintenance Contract if needed. The fixed charge for Annual Maintenance Contract/ Subscription for

the 4<sup>th</sup> & 5<sup>th</sup> year should be included in the proposal. Payment for Annual Maintenance Contract/ Subscription for the 4<sup>th</sup> & 5<sup>th</sup> year will be annually in advance.

Warranty should be provided by OEM directly and all associated terms related to warranty will be OEM's responsibility.

Vendor shall provide life cycle support of a minimum of seven years from the project sign off and need to clearly mention the warranty support period and post warrant details for support (Hardware, Software and Upgrade Support).

**Support:** Onsite support on 24 X 7 basis should be provided for any fault or for troubleshooting fault of the equipment. Support include but not limited to configuration changes, new configurations, vulnerability fixing, software upgrades or troubleshooting. In case of hardware failure, spare device/component should be provided on site, within 4 hours of reporting, failing which the vendor shall pay Rs 5000/- per hour as penalty.

Software updates, microcode updates and other upgrades at no cost to the Bank.

The successful bidder shall be fully responsible for the WARRANTY, AMC & ATS of all equipment, accessories,spares, including that of software items etc. against any defects arising from design, material,manufacturing, workmanship or any act or omission of the manufacturer and/or successful bidder any defect that may develop under normal use of supplied equipment during WARRANTY, AMC & ATS period.

Any corruption in the solution or media shall be rectified during the full period of the contract including Warranty, AMC & ATS.

Warranty, AMC & ATS would cover updates/maintenance patches/bug fixes (available from the originalsoftware successful bidder) for system software & firmware patches/bug fixes, if any, for hardware & Software.

Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.

The bidder to note that, the Bank reserves the right to modify/update the parameter clauses after feasibility check by the successful bidder. The feasibility of same should be informed to the Bank.

The bidder to submit detailed Root Cause Analysis for hardware & software related issues/failures.

The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on-site support only.

The bidder must provide technical support. The bidder must provide the dedicated login credentials to Bank with highest level permissions to search knowledge base, downloading of the patches, documents and to manage the device.

Bank should have a facility to log a call using web interface wherein all the support contact details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.

The bidder should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the successful bidder support teams.

The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. WARRANTY, AMC and ATS would cover all components of the offered appliance/solution/hardware/software without any exceptions.

The bidder shall be required to provide all future updates and upgrades for the proposed Solution/Appliance/hardware & software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented Solution/ Appliance/ hardware & software should be available at any point of time.



**9. COMMERCIALS & PAYMENT TERMS:**

- a. Commercials for the Hardware, Software, Implementation and Maintenance should be separately provided wherever asked for.
- b. All prices quoted shall be valid for 3 years from the date of PO for future purchases.
- c. Performance Bank Guarantee issued by Public/Private Sector Commercial Bank in favour of South Indian Bank limited for 10% of the actual order value in Indian rupees should be submitted. The Performance Bank Guarantee should be valid for the entire project period or entire period of 3 years, whichever is longer.
- d. 100% payment on delivery, installation & receipt of licenses for hardware, implementation, support, documentation, training, production of acceptance certificate, execution of tri-party SLA/ NDA and submission of Performance Bank Guarantee.
- e. Bank will release the payment within 4 weeks of receiving the undisputed invoice, after deduction of applicable taxes at source of the agreed price to the selected Vendor. No advance payments will be made.
- f. For vendor support if any, payment would be made quarterly in advance based on satisfactory performance in the previous quarter.
- g. All payments will be subjected to SLA conditions and penalty provisions.

**10. JURISDICTION:**

It is agreed by and between the parties that the Courts in Ernakulam will have the exclusive jurisdiction to try cases between the parties, after exhausting the Arbitration clause. However, prior to opting for arbitration, the parties herein are not precluded from exercising any other remedies available to them under law.

**11. LIQUIDATED DAMAGES (LD):**

If Vendor fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the agreement, the Bank reserves the right to

recover LD @ 2% of the Total Charges per week as per Commercial Bid Format or part thereof.

**12. FORCE MAJEURE:**

Any failure or delay by selected Vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party of the occurrence of a Force Majeure Event forthwith.

**13. AUTHORIZED SIGNATORY:**

The selected Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. Vendor shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney to discuss, sign agreements/contracts with the Bank. Vendor shall furnish proof of identification for above purposes as required by the Bank.

**14. INDEMNITY:**

Vendor shall indemnify Bank and keep the Bank indemnified for any loss or damage, cost or consequences that Bank may sustain, suffer or incur on account of violation of intellectual property rights of third party by the Vendor. Vendor shall always remain liable to the Bank for any Losses suffered by the Bank due to any technical error or negligence or fault on the part of the Vendor, and the Vendor also shall indemnify the Bank for the same.

**15. NON-PAYMENT OF AGREED PRICE:**

If any of the items/activities as mentioned in the price bid and as mentioned in Commercial Bid format are not taken up by the Bank during the course of this implementation, the Bank will not pay the contracted agreed price quoted/agreed by the Vendor in the price bid against such activity/item.

**16. SUBCONTRACTING:**

The selected Vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.

**17. VENDOR RESPONSIBILITY:**

- a. The vendor is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications.
- b. The bid should be precise, completed and in the prescribed format as per the requirement of this RFP.
- c. The vendor shall provide solution strictly in accordance with the requirements and system architecture diagram should be provided.
- d. The vendor shall adhere to the procedure and processes laid down in this document.
- e. The Vendor should invariably furnish any deviations from the specifications and or the terms and conditions of the RFPQ, specifying the reasons and justifying such deviation. NON-MENTION OF DEVIATIONS SHALL IMPLY COMPLIANCE TO SIB's SPECIFICATIONS. Any non-disclosure of such information may disqualify the Vendor at later stages of the Technical Evaluation of the Technical Bids submitted by the Vendors.
- f. The Vendor should be providing a single point contact person with mobile/landline Numbers, email, full address etc., so that Bank can address all queries regarding this RFPQ to the designated person.

- g. Infrastructure requirements including power requirements, air conditioning, dust and humidity control, etc., necessary for successful and efficient operation of the installation at each site should be specified for each of the hardware item quoted. Also dimensions and weight of each piece of equipment offered shall be specified with necessary power ratings and wiring requirements.
- h. Vendors will have to give their spares policy and the nearest location of spares and the sharing mechanism of spares kits. Support should be through local offices for the implementation.
- i. Vendors shall alert SIB and its own personnel about the risks either anticipated or faced either prior and/ or during and / or after the execution of the project and provide all the possible solutions either to totally eliminate or to minimize such risks.
- j. The capabilities, operating characteristics and other technical details of the hardware and software offered should be furnished together with product brochures, literature, etc. The make and model of each component shall be indicated to the extent possible.
- k. The Vendor should attach all the related product literature, data sheets, handouts, evaluation reports etc., pertaining to the Systems/ Storage devices/ peripherals, for which the Vendor has quoted.
- l. Vendors shall strictly comply with the key dates and time stipulated in this document. However, all efforts shall be made to explore the possibilities of quicker ways of delivering the products, complete the initial build, and achieve substantial completion and final acceptance.
- m. Vendors shall share its technology strategies, direction, research and development efforts with SIB.
- n. SIB is very much interested in long-term association with the potential Vendors and hence Vendors shall adapt to changes in SIB requirements and provide superior Products and Services and not by mere fulfillment of contractual commitments set here forth.

- o. While it is basic requirement for Vendors to meet the Quality Standards and Design / Acceptance criteria stipulated in this document, Vendors shall strive for the enhancement of quality in Products and Services provided by them to the highest possible order.
- p. Vendors shall extend all the services and ensure that SIB benefit on the basis of Most Favored Customer Pricing Mechanism.
- q. Vendors shall ensure all possible efforts in continuous improvement in processes, tools and procedures and practice the world-class methodologies in delivering Products and Services and also while interacting with third party vendors for cross-integration.
- r. If Vendors are aware of or believe that the solution either provided by them or by a third party contains error, it is the responsibility of the Vendor to notify SIB about such error and ensure that the corrective action is taken.
- s. Vendors shall clearly show their next 3-year roadmap of all related technologies and interoperability support plans for all the components involved in the SIB Customer infrastructure. Vendors should share their “all available features list” with SIB at the start of the project with clearly identified support details of future releases.
- t. Any accessories or Peripherals required in order to meet requirements submitted by the BANK in this RFPQ for the smooth functioning of the subject hardware is to be ensured by the VENDOR and is deemed to be part of the supply of subject hardware.
- u. The Vendor has to provide the hardware and software and all related components based on the annexed technical requirements and if any standards mentioned are not of latest available industry standard, while the submission of bids Vendor has to provide the bid based on the latest available industry standards.
- v. Vendor has to submit the due diligence KYC forms post selected for offering the NAC solution.

- w. Vendor should allow bank to have site visit/introspect the DC (Solution hosting place) for clear understanding of the solution.
- x. The selected Vendor will be awarded a contract for the period of 3 years. After the completion of 3 years' bank may extend the contract based on the performance review of the service.

**18. GENERAL TERMS AND CONDITIONS:**

- a. All the hardware and software for providing the total solution should be specified. Required technical details/brochure of all the products offered by the bidder duly supported by the schematic diagrams and technical specifications of each component offered should be furnished along with the reasons justifying the requirements for such components, accessories and software products.
- b. The bidder should ensure to supply all the hardware/software of the latest versions available.
- c. Bidders should provide an escalation matrix for this project. Names of all the persons, contact details with their designation should be submitted. Escalation matrix should be up-to their company head. SIB reserves the right to either 'not to implement the solution or to partially implement the solution.
- d. SIB reserves the right to open the quotations soon after their receipt from all the vendors without waiting till the last date specified.
- e. Any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer.
- f. Any set of terms and conditions from the Vendors are not acceptable to the Bank.
- g. The Bank reserves the right to cancel the contract placed on the select Vendor if the Vendor commits a breach of any of the terms and conditions of the bid or Vendor goes into liquidation voluntarily or otherwise progress made by the selected vendor is found to be unsatisfactory.
- h. SIB reserves the right to accept or reject any bids without assigning any reason thereof and SIB's decision in this regard is final.

- i. The Bank reserves the right to stop the RFPQ process at any stage and go in for fresh RFPQ without assigning any reasons OR to modify the requirements in RFPQ during the process of evaluation at any time.
- j. SIB is not bound to place the order on the lowest price Vendor or the best technical Vendor.
- k. SIB is not bound to place the order on a single Vendor and can break up the order at will and place multiple purchase orders to multiple Vendors. The Bank reserves the right to order individual items at the prices quoted by the vendor(s).
- l. SIB reserves the right to cancel the Purchase Order if the supplied items are not commissioned within the agreed period from the date of PO unless extended in writing by SIB.
- m. SIB reserves the right to re-negotiate the prices in the event of change in the market prices of both the hardware and software.
- n. The prices quoted by the Vendor shall be in Indian Rupees, firm and not subject to any price escalation. All payments made will also be in Indian Rupees only.
- o. In case the selected Vendor fails to deliver the items of software as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected vendor.
- p. Selected vendor has to keep sufficient spares to meet the immediate requirements.
- q. Bank may go ahead with tri-party (OEM, partner & Bank) SLA with selected vendor after the issuance of Purchase Order.
- r. SIB can disqualify any Vendor who fails to sign the Service Level Agreement (SLA) or fails to have the SLA co-signed by the Original Manufacturer of the equipment or software.
- s. Bank will not be responsible for any delay in implementation or full operation due to lack of information/readiness from all other third parties concerned.

- t. The Bank reserves the right to cancel the contract and will take action for additional expenditure incurred by the Bank if the selected Vendor does not perform to the satisfaction of the bank, also if Vendor delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected Vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.
- u. All inquiries, communications and requests for clarification shall be submitted in hard copies/e-mail to SIB and response for the same shall be obtained in writing. Only such documents shall be considered as authoritative.
- v. Successful Vendor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely SIB from any claims / penalties arising out of any infringements.
- w. Successful Vendor shall protect and fully indemnify the SIB from any claims for infringement of patents, copyright, trademark or the like.
- x. The Vendor shall explicitly absolve the Bank of any responsibility/ liability for the use of system software, with regard to copyright/ license violations, if any.
- y. Vendor should ensure that all points in the Main Document and Annexure(s) are taken into account before submitting the Bid Documents. If a particular point is mentioned in the Main Document and not in Annexure(s), or vice versa, it should not be construed as an error and the Vendor should submit all relevant information irrespective of whether it has been requested or not.
- z. Bids once submitted shall be final and no amendment shall be permitted. A bidder can able to submit multiple proposals if required. However SIB reserves the right to re-negotiate the prices.
- aa. All the prices, technical specifications and other terms and conditions of the offer proposed by the Vendor should be valid for a minimum period of 6 months from the date of issuance of proposal.



- bb. Further, subsequent to the orders being placed/agreement executed, the Vendor shall pass on to SIB all fiscal benefits arising out of reductions in Government levies viz. sales tax, excise duty, custom duty, etc.
- cc. Response to the RFPQ that do not meet the set timelines or incomplete in any aspect or not submitted in the prescribed format will be summarily rejected at the whole discretion of the BANK.
- dd. All information disclosed through this RFPQ or verbally or in writing or in any manner or form including but not limited to all computerized data, information or software specifications, data, notes, memoranda and any other writings between the Bank and Vendor or vice versa shall be treated as confidential and shall not be disclosed to a third party, without mutual agreement.

#### **19. TERMINATION:**

Termination for Default: The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful vendor, may terminate this contract in whole or in part:

- a. If the Successful Vendor fails to perform obligation(s) under the contract.
- b. If the Successful Vendor, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the bank in procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Vendors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

Apart from the general grounds of default mentioned above, the Bank reserves its right to cancel the order in the event of, but not limited to, one or more of the following specific situations:

- a. Unnecessary or unwarranted delay in execution of the work allotted.

- b. Delay in submission of reports beyond the stipulated periods.
- c. Change in the composition of staff as furnished in the bid.
- d. Breach of trust is noticed during any stage of the consultancy assignment.
- e. The selected Vendor commits a breach of any of the terms and conditions of the bid.
- f. If it is found at any stage that the Vendor has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

## 20. RESPONSE TO RFPQ & CONTACT DETAILS

- a. The time is the essence of the project. It is mandatory for vendors who respond to this RFPQ to meet these expectations as they are tightly linked to SIB's plans of implementing the NAC solution. Following are the timeframe defined for the activities.

ACTIVITY	DATE
<b>Address any clarifications on RFPQ</b> (Clarifications may be addressed by e-Mail and can be obtained by sending a mail to: - <a href="mailto:network@sib.co.in">network@sib.co.in</a> with subject line "RFPQ for NAC solution" or make a call to 9447000514/ 9744433360)	<b>17-06-2025</b>
<b>Bid Submission – Last Date</b>	<b>25-06-2025</b>

- b. Bank reserves the right to extend the last date of submission, at its sole discretion.
- c. SIB is not responsible for non-receipt of quotations within the specified date and time due to any reason including postal holidays, delays or approaching SIB.
- d. Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

- e. Vendor should ensure that hardcopies & softcopies of both the bids are properly numbered as Page \_\_ (current page) of \_\_ (total pages). Further the authorized signatories of the Vendor should initial and seal on all pages of the hardcopies the bids.
- f. Bids with erasure / overwriting / cutting are liable to be rejected. If required, the corrections can be made by scoring out and writing afresh. The corrections shall be authenticated with authorized signature and seal.
- g. E- bid should be submitted as follows: -
- Technical Bid (UNPRICED) with all relevant supporting documents, response to Annexure-II in a cover marked “TECHNICAL BID – RFPQ for NETWORK ACCESS CONTROL (NAC) SOLUTION”.
  - Commercial Bid (PRICED) for the entire proposal with detailed breakup of the prices for each line item etc, refer Annexure I in a cover marked” COMMERCIAL BID – RFPQ for NETWORK ACCESS CONTROL (NAC) SOLUTION”. The prices for the products should be indicated in Indian Rupees (INR).
  - The soft copies of the Checklist, Technical and Commercial bid should be provided in PDF & Microsoft word formats. Further the Vendor should certify that the contents of the soft copies are the same as that provided by way of hard copy. In the event of a discrepancy the offer will be rejected.
  - All of the above should be submitted in a single sealed cover marked as” COMMERCIAL & TECHNICAL BID – NETWORK ACCESS CONTROL (NAC) SOLUTION”.
- h. Vendor should ensure that the bid documents are submitted as above only to the following address on or before the stipulated date

The South Indian Bank  
Digital & Technology Department  
SIB Building (3rd Floor), Infopark Road  
Rajagiri Valley, Kakkanad  
Ernakulam – 682 039, Kerala State

Telephone: 0484 – 23939393 / 2415566

Tele-Fax: 0484 – 2771326

E-mail: [sidhiknazar@sib.co.in](mailto:sidhiknazar@sib.co.in), [network@sib.co.in](mailto:network@sib.co.in)

## **21. ELIGIBILITY CRITERIA:**

- a) Should be either a Government Organization/PSU/PSE/ partnership firm or a limited Company under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted, Partnership firm-Certified copy of Partnership Deed.
- b) The bidder should be Original Equipment Manufacturer [OEM] or authorized partner of OEM.
- c) In case of authorized partner of OEM the bidder should submit Manufacturer Authorization Form (MAF)
- d) The OEM should have implemented the proposed solution in a public sector bank or scheduled commercial bank in India with at least 500 branches.
- e) The bidder must have a currently valid Sales Tax / VAT /GST/CGST Service tax registration certificate and PAN number.
- f) The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business.
- g) The firm should not be blacklisted / barred by Government of India or any regulatory body in India.

## **22. SELECTION CRITERIA**

- a. The company profile, past experience of the company in the area of supply, installation and commissioning of quoted equipment, cost of the hardware and software offered, technical features of the hardware/software offered, delivery schedule, past experience with SIB, post implementation service and support, etc. shall be some of the criteria in selecting the Vendor.
- b. Local presence and nature of Vendor's support (direct/indirect) available at each location shall also be considered while evaluating the tenders submitted by the Vendors.

## **23. LITIGATION**

- a. If it comes to the notice of the Bank that the Vendor has suppressed any information either intentionally or otherwise, or furnished misleading or inaccurate information, the Bank reserves the right to nullify the Qualification and to disqualify the Vendor. If such information becomes available to the Bank prior to issue of Letter of Intent, SIB reserves the right to disqualify the Vendor. If such information comes to the knowledge of the Bank after the award of work, SIB reserves the right to terminate the Contract unilaterally at the total cost and risk of the Vendor and such action would include but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. The Bank also reserves the right to recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any. The Bank will also reserve the right to recover any Advance paid.
- a. All disputes or differences whatsoever arising between the selected Vendor and the bank out of or in relation to the construction, meaning and operation or effect of the contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award.
- b. Work under the Contract shall be continued by the selected Vendor during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by the Bank, to the Vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matter thereof. The venue of the arbitration shall be at Thrissur, Kerala State, India.

### Annexure-I Commercial Bid Format

Provide the commercial bid in the format specified below. All amounts should be mentioned in INR exclusive of all taxes.

Sl No.	Items/Description	Cost (INR)
A	<b>Product Cost</b>	
A.1	Hardware Cost	
A.2	Software / License Cost	
A.3	Implementation Cost	
A.4	<b>Total Solution Cost for 3 Years</b>	
B	<b>Facility Management Services Cost</b>	
B.1	Onsite facility management services cost for Year 1	
B.2	Onsite facility management services cost for Year 2	
B.3	Onsite facility management services cost for Year 3	
B.4	<b>Total FMS cost for 3 Years</b>	
C	<b>AMC/ Subscription Cost</b>	
C.1	AMC / Subscription cost for Year 4	
C.2	AMC / Subscription cost for Year 5	
D	<b>Facility Management Services Cost for 4<sup>th</sup> &amp; 5<sup>th</sup> Year</b>	
D.1	Onsite facility management services cost for Year 4	
D.2	Onsite facility management services cost for Year 5	

**Signature and Seal of Bidder**

**Annexure-II**  
**Tri-Party Service Level Agreement for**

.....

This Service Agreement is entered into at....., on this the ..... Day of ....., 20xx,

BY AND BETWEEN:

**The South Indian Bank Ltd**, a Banking Company registered under the Indian Companies Act 1913 having CIN L65191KL1929PLC001017 and its Regd. Office at SIB House, T.B. Road, Mission Quarters, Thrissur 680 001 Kerala and having a branch / office at Information Technology Department, Infopark Express Highway, Rajagiri Valley, Kakkanad, Kerala - 682039 (hereinafter called the 'Bank' which expression shall where the context admits include its successors and assigns) of the ONE PART

AND

**M/s XYZ -**, a<sup>1</sup> ----- registered under ----- Act, having CIN----- and its registered office at and having a branch / office at .....(hereinafter called 'Service Provider/ The OEM (Solution Provider)'/ short name which expression, unless contrary or repugnant to the context, shall include its successors, administrators, executors, assigns as the case may be) of the OTHER PART.

AND

**M/s XYZ -**, a<sup>2</sup> ----- registered under ----- Act, having CIN----- and its registered office at and having a branch / office at .....(hereinafter called 'Service Provider/ The OEM (Solution Provider)'/ short name which expression, unless contrary or repugnant to the context, shall include its successors, administrators, executors, assigns as the case may be) of the OTHER PART.

The Bank and the Service Provider/ The OEM (Solution Provider) shall, wherever the context requires or permits, hereinafter be referred to as "Party" individually and "Parties" jointly.

---

*1 In case of a private/public company provide the Act under which registration is done. In case of partnership, LLP provide the relevant Act under which registration is done. In case of proprietorship concern name of the firm is to follow by its office address, name of proprietor and his/her residential address and PAN and passport/election ID card/AADHAR number.*

*2 In case of a private/public company provide the Act under which registration is done. In case of partnership, LLP provide the relevant Act under which registration is done. In case of proprietorship concern name of the firm is to follow by its office address, name of proprietor and his/her residential address and PAN and passport/election ID card/AADHAR number.*

**WHEREAS:**

- i) The South Indian Bank Ltd, one of the leading commercial Bank of the country, has a national presence through a widespread network of 853 branches all networked under Centralized Banking Solution. It also has a network of 1280 ATM(s) spread across the country. With more than 90 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.
- ii) The Bank in course of its banking business -----<sup>3</sup>.
- iii) Service Provider/ The OEM (Solution Provider) has represented that it has the technical know-how in -----<sup>4</sup>.
- iv) The Bank has decided to engage -----<sup>5</sup>.
- v) Relying on the representation made by Service Provider/ The OEM (Solution Provider), the Bank has issued Purchase Order -----<sup>6</sup>  
(Hereinafter referred to as "PO").
- vi) Pursuant to the acceptance of the PO by Service Provider/ The OEM (Solution Provider), Parties are desirous of recording the terms and conditions of the work to be done / service to be rendered by Service Provider/ The OEM (Solution Provider) in connection with the -----<sup>7</sup>.

**NOW, IN CONSIDERATION OF THE REMUNERATION MUTUALLY AGREED UPON AND THE PROMISES SET FORTH HEREINAFTER IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:**

**1. Definitions**

<sup>3</sup> (requirement of the bank to be specified here in brief)

<sup>4</sup> (expertise of the Service Provider/ The OEM (Solution Provider) in brief)

<sup>5</sup> Relevant facts to be provided

<sup>6</sup> Provide PO reference and date

<sup>7</sup> (provide the aspect on which service is to be rendered by the Service Provider/ The OEM (Solution Provider))



- 
- 1.1 **Affiliate** means with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with such Party. For purposes of this definition, an entity controls another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its Board of directors or other governing body or by contract.
- 1.2 **Agreement** means this Service Level Agreement along with POs, Statement of Work, Schedules and Annexure attached to this agreement.
- 1.3 **Intellectual Property Rights** means patents, of any type, design, rights, logo, utility models or other similar invention rights, copyrights, masks, work rights, trade secret and confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued or acquired.
- 1.4 **Confidential Information** means confidential information concerning the technology, business or activities of either Party or any other information which by its nature is confidential or which is so specified including, without limitation,
- a. Technical information including details of research projects and plans, results and data from trials, and the skills, experience and qualifications of individuals working for either Party.
  - b. Commercial information, including the terms of commercial agreements (including this agreement and the existence of such agreements), the identity of customers, suppliers and collaborative partners, and buying and selling policies and procedures.
  - c. Strategic and financial information including business plans, board decisions, past and current projects and proposals, and unpublished accounts and
  - d. Third party information including confidential information relating to any group company and information received in confidence from a third party, including information provided by collaborative partners.
  - e. Systems and network device details including (but not limited to) platforms configurations passwords and security systems
  - e. [Trade secrets](#)
  - g. Intellectual property of any kind, computer programs, know-how, formulas
  - h. Information which if disclosed might reasonably be expected to cause disadvantage or loss to a Party, its customers or agents.

- i. Customer data.

1.5 **Service** means the services to be performed or actually performed by Service Provider/ The OEM (Solution Provider) which are detailed or listed under scope of work in the Statement of Work.

1.6 **Statement of Work** shall mean a document containing details relating to the Service including the objectives, methodology, scope of work, specifications, service level or turn around time, escalation matrix, review, price, payment schedule and any other characteristics of each Service. Every executed Statement of Work shall be annexed to this Agreement and shall form part of this Agreement

For the purpose of this agreement all the POs issued by the Bank and all the future POs shall be governed by and form an integral part of this Agreement. Notwithstanding anything written to the contrary, if any conflict arises between the terms and conditions of this Agreement and the PO, the terms and conditions contained in the Agreement shall prevail over the PO to the extent of the conflict.

This Agreement is on a non-exclusive basis and does not affect the existing arrangements or prevent the Bank or Service Provider/ The OEM (Solution Provider) to enter into similar agreements with other parties.

## **1. INTERPRETATION**

In this Agreement and appended Statement of Work, unless the context otherwise requires, the following rules apply:

- i. The singular includes the plural and conversely.
- ii. A reference to a person, corporation, trust, partnership, un-incorporated body or other entity includes any of them.
- iii. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- iv. A reference to a Clause, Schedule or Annexure is a reference to a Clause of, or a Schedule or Annexure to this Agreement.
- v. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

- vi. The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **2. AGREEMENT FRAMEWORK**

The purpose of this Agreement is to establish the general terms and conditions applicable to Service to be rendered by the Service Provider/ The OEM (Solution Provider) to the Bank, for which Service Provider/ The OEM (Solution Provider) and the Bank will enter into separate Statements of Work describing the responsibilities and obligations specific to the applicable Services.

## **3. SCOPE OF SERVICE**

The scope services to be rendered by Service Provider/ The OEM (Solution Provider) for / to Bank shall be as stated in the Statement of Work.

## **4. STATEMENT OF WORK**

- i. During the subsistence or term of this Agreement, if the Parties mutually agree upon any additional services that the Bank wishes to avail and the Service Provider/ The OEM (Solution Provider) agrees to render, the Parties may record the scope and relevant terms of such service in separate Statement of Work.
- ii. Each Statement of Work so entered into between the Parties shall be in writing signed and executed by authorised representatives of the Parties and shall describe in detail the Services and relevant terms. PO, if any, issued with regard to such additional service agreed between the Parties shall form integral part of the Agreement.
- iii. The Statements of Work are an integral part of this Agreement and will be co-terminus to the term of this Agreement, unless explicitly agreed to in an applicable Statement of Work. In the event of conflict of any Statement of Work with this Agreement (except tenure), this Agreement will prevail over any such Statement of Work to the extent of the conflict.

## **5. BANK'S OBLIGATION**

- 1. -----
- 2. -----
- 3. -----

4. -----

**6. REPRESENTATION AND WARRANTY BY SERVICE PROVIDER/ THE OEM (SOLUTION PROVIDER)**

- i. Each Party represents and warrants to the other that it is a corporation duly organized and validly existing in the jurisdiction of its incorporation. Each Party represents that such Party and its representative executing the Agreement have full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.
- ii. Service Provider/ The OEM (Solution Provider) represents that Service Provider/ The OEM (Solution Provider) has taken back-to-back support agreements with the principal equipment manufacturers to provide efficient and timely Service during the terms of this Agreement.
- iii. Service Provider/ The OEM (Solution Provider) represents that Service Provider/ The OEM (Solution Provider) will co-operate and assist the Bank in procuring and completing license agreements, if any, with original equipment manufacturers.
- iv. Service Provider/ The OEM (Solution Provider) represents that it has got experienced and qualified employees, sufficiently manned support team, implementation team etc capable of rendering the Services and the Service Provider/ The OEM (Solution Provider) will assign required number of project managers/ coordinators and personnel in connection with Service and at all times ensure that the Service is rendered ontime in a professional and workman like manner without reference to non-availability of personnel.
- v. Service Provider/ The OEM (Solution Provider) will oblige with and ensure compliance of applicable laws in force including but not limited to labour laws and statutory obligations connected therewith.

**7. PERSONNEL**

- i. Service Provider/ The OEM (Solution Provider) shall assign only such personnel to perform the Service, who has the necessary experience, is properly educated, trained and qualified for the services he/she is to perform.
- ii. Service Provider/ The OEM (Solution Provider) shall cause all personnel who perform Services at Bank's premises to comply with all rules and policies of the Bank with respect to conduct, which are applicable at the premises of the Bank.

- iii. All personnel of Service Provider/ The OEM (Solution Provider) who is based on-site at Bank's premises shall perform Services solely for the benefit of the Bank and shall not provide Services to other entities from Bank's premises.
- iv. Service Provider/ The OEM (Solution Provider) agrees that Service Provider/ The OEM (Solution Provider) will promptly replace the personnel deputed with personnel of equal qualification and experience in the event Bank raises a genuine concern with respect to the performance of Services by the personnel or in the event of any untoward incident caused due to an action or omission on the part of such personnel. Further Service Provider/ The OEM (Solution Provider) shall ensure that upon Bank's request Service Provider/ The OEM (Solution Provider) shall remove any of its personnel who is identified to have misbehaved or committed misconduct or violation of any policies or process of the Bank while in Bank's premises or otherwise in connection with this Agreement. Service Provider/ The OEM (Solution Provider) shall be responsible for any and all acts of its employees deployed in connection with this Agreement.
- v. While in the Bank's premises in connection with the rendering Services under this Agreement, or otherwise, Service Provider/ The OEM (Solution Provider), its employees or agents shall not in any way interfere in Bank's normal functioning or cause any obstruction/hindrance to Bank's employees from discharging their functions. Service Provider/ The OEM (Solution Provider) shall ensure that all its employees or its agents while in Bank's premises shall carry/wear identity cards for proper identification of their personnel.
- vi. Service Provider/ The OEM (Solution Provider) shall be bound to comply with all the laws in force including labour laws with respect to the personnel deployed by Service Provider/ The OEM (Solution Provider). The personnel so deployed shall only be in the payrolls of the Service Provider/ The OEM (Solution Provider) and Service Provider/ The OEM (Solution Provider) shall comply with all the conditions and regulations as to the employment and service conditions of the said personnel.
- vii. Service Provider/ The OEM (Solution Provider) shall solely be responsible for the payment of wages, salaries, insurance, other legal dues of its employees who are deployed by it from time to time. The Service Provider/ The OEM (Solution Provider) covenants that it shall be solely liable for the payment of all past, present and future wages, salary dues, arrears, statutory dues and payments to be made under The Contract Labour (Regulation & Abolition) Act 1970, ESI Act, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961,

Employees Provident Fund Act, labour welfare funds etc, by whatever names called, as may become due and payable in relation to the Service.

## **8. CONSIDERATION, PAYMENT AND PAYMENT TERMS**

For the services to be rendered, Service Provider/ The OEM (Solution Provider) shall raise and dispatch its monthly invoices to Bank as mentioned in Statement of Work.

## **9. PENALTY**

Service Provider/ The OEM (Solution Provider) is engaged by the Bank relying on the representations and warranties provided by Service Provider/ The OEM (Solution Provider) in response to the Bank's requirements with respect to the Service. In the event of Service Provider/ The OEM (Solution Provider) carrying out Services not in conformity with the terms and conditions specified in the PO, or in accordance with the terms of this Agreement, the Bank at its discretion shall be entitled to levy a penalty of 18% per annum on the amount to be paid to the Service Provider/ The OEM (Solution Provider) under the particular Statement of Work and the Bank shall have the right to set off such penalty against any future payments due to the Service Provider/ The OEM (Solution Provider).

## **10. CONFIDENTIALITY**

- i. During the tenure of this Agreement and at all times thereafter, the Service Provider/ The OEM (Solution Provider) will (a) hold all the Confidential Information in strict trust and confidence, (b) refrain from using the Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (c) refrain from disclosing any Confidential Information to any third party without obtaining the express prior written consent of the Bank, and (d) limit access to the Confidential Information to its employees or agents who have a reasonable need to have such access to such Confidential Information.
- ii. The Service Provider/ The OEM (Solution Provider) will protect the Confidential Information from any unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature.
- iii. The Service Provider/ The OEM (Solution Provider) may disclose the Confidential Information if it is required to do so by a valid judicial or other governmental order, provided that it: (i) provides the Bank with reasonable notice and prior opportunity to

object before making the disclosure.; (ii) seeks confidential treatment of the Bank's Confidential Information as part of the judicial or governmental proceeding; (iii) complies with any applicable protective order or equivalent with respect to that disclosure; and (iv) limits its disclosure of the Confidential Information to those matters required to be disclosed.

- iv. Bank retains and reserves all rights, title and interest in its Confidential Information. When the Service Provider/ The OEM (Solution Provider) receives Confidential Information of the Bank, the Service Provider/ The OEM (Solution Provider) does not acquire any rights in it, and obtains no license, rights or interest in any of the Intellectual Property Rights contained or embodied in such Confidential Information or in the Confidential Information itself.
- v. The Service Provider/ The OEM (Solution Provider) acknowledges and agrees that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information, or for violation of this Section and that the Bank shall be entitled to seek injunctive or equitable relief as may be deemed proper by a court or forum that has jurisdiction, without having to waive any other rights or remedies that may also be available to it.
- vi. This section shall survive the termination or expiration of this Agreement.
- vii. Upon the request of Bank or upon termination or expiry of this Agreement, the Service Provider/ The OEM (Solution Provider) shall promptly (a) return to the Bank or, if so directed by the Bank, destroy all tangible embodiments of the Confidential Information (in every form and medium), (b) permanently erase all electronic files containing or summarizing any Confidential Information, and (c) certify in writing, the compliance with the foregoing obligations.
- viii. If the Bank sends a written notice to the Service Provider/ The OEM (Solution Provider) requesting the return or destruction of its Confidential Information, then the Service Provider/ The OEM (Solution Provider) must return or destroy that Confidential Information within ten days of the request, and provide a written certification from an authorised signatory of such Service Provider/ The OEM (Solution Provider) that it has done so. The written certification must confirm that all copies of the Confidential Information, including any partial copies or modified versions have been destroyed or returned.

- ix. The terms stated hereinabove pertaining to confidentiality obligation shall subsist without prejudice to any other non-disclosure agreement entered into between the Parties.

## **11. INDEMNIFICATION**

- i. Service Provider/ The OEM (Solution Provider) shall indemnify, defend and hold harmless the Bank against all liability, claims, costs, losses, damages, and expenses incurred or suffered by the Bank arising from or related to any claim, suit, or action brought against the Bank by a third party for infringement of such third party's copyright or patent or trade mark or intellectual property of any nature whatsoever by Service Provider/ The OEM (Solution Provider)/Bank in connection with the Service rendered by Service Provider/ The OEM (Solution Provider) for the Bank under this Agreement. Service Provider/ The OEM (Solution Provider) shall have sole control and authority over the defense and/or settlement of such a claim, suit or action, including the right, at its sole discretion to (i) procure for the Bank the right to use the infringing application (ii) replace the infringing application with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing application so that it is non-infringing, or (iv) accept return of the infringing application and refund the full cost of the application to the Bank paid by the bank to Service Provider/ The OEM (Solution Provider) or rightful application owner with respect to such application. Bank shall be obligated to give Service Provider/ The OEM (Solution Provider) prompt written notice of, and the Parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations at no cost to the Bank.
- ii. Either Party agrees to defend, indemnify, and save harmless the other Party and its officers and directors, employees, agents, and representatives from any and against all losses, claims, costs, liabilities, or expenses incurred, whether based in claims of tort or contract (including court costs and attorney fees) or sustained by the latter due to the formers' negligence, fraud, gross misrepresentation, or breach of confidentiality.
- iii. This indemnity provision shall survive the termination of this agreement.

## **12. LIMITATION OF LIABILITY.**



- i. Notwithstanding anything written to the contrary and except for its obligations under clause 11 (“Indemnification”) hereof, the maximum liability of Service Provider/ The OEM (Solution Provider) for a default under this Agreement shall not be more than that of the value of PO(s) under which the default is occurred.
- ii. Notwithstanding anything contained herein, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, speculative, exemplary, consequential or incidental damages (including, without limitation, loss of revenue, profits, business), irrespective of whether it had an advance notice of the possibility of any such damages under this Agreement.
- iii. Notwithstanding anything stated in the Agreement, nothing in the Agreement, excludes or limits liability in relation to (1) breach of provisions of labour laws by Service Provider/ The OEM (Solution Provider) (2) Service Provider/ The OEM (Solution Provider)’s liability for willful default or willful abandonment (3) fraud or fraudulent misrepresentation; (4) breach of confidentiality; and (5) any liability which cannot be excluded by law.

### **13. AUDIT**

The Bank and or the Reserve Bank of India have a right to audit the products, software and the Service of Service Provider/ The OEM (Solution Provider) delivered to the Bank under this Agreement. The date, time and periodicity of audit scheduled by Bank shall be informed by the Bank to Service Provider/ The OEM (Solution Provider). Service Provider/ The OEM (Solution Provider) shall, whenever required by the Bank and/or RBI, furnish all the relevant information, data to such auditors and / or inspectors, regulators as authorized by officials of the Bank and/or RBI. The Bank and/or the Reserve Bank of India shall have right to call for any information, report from Service Provider/ The OEM (Solution Provider) in connection with the Service performed by by Service Provider/ The OEM (Solution Provider).

### **14. GKC COMPLIANCE**

Service Provider/ The OEM (Solution Provider) assures that the application being provided is free from any known malware, obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications).

**15. AMENDMENTS**

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

**16. ASSIGNMENT**

Either Party shall not assign this Agreement except with prior written consent of other Party.

**17. INDEPENDENT PARTIES**

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to- principal basis and does not and shall not be deemed to make either Party an agent of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party.

**18. REPRESENTATIONS ON AUTHORITY**

Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

**19. PARTIAL INVALIDITY**

It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India.

**21. JURISDICTION**

This Agreement shall be subject to the exclusive jurisdiction of the Courts in Cochin, Kerala.

## **22. ARBITRATION**

- i. In the event of any dispute arising out of or in connection with this Agreement, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the Parties are unable to resolve a dispute by means of negotiation, the Parties hereby agree to refer such dispute to Arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). Such disputes will be resolved by majority decision of three (3) arbitrators appointed as stated herein. Each Party will appoint one (1) arbitrator within thirty (30) days of a request by the other Party for arbitration pursuant to this Section. The third arbitrator will be appointed by the arbitrators appointed by the Parties within thirty (30) days of the selection of the second arbitrator. The third arbitrator will serve as chairman of the arbitration. The seat of arbitration will be Cochin. The language of the arbitration will be English. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing Party.
- ii. Service under this Agreement shall be continued by Service Provider/ The OEM (Solution Provider) during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the Service cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.

## **23. NOTICES**

All notices and other communications in respect of this Agreement shall be given in writing in English by registered mail postage prepaid, to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

In the case of a notice to Service Provider/ The OEM (Solution Provider) at:

***(Address with name of the Contact person)***

Email Id:

In the case of a notice to the bank at:

***(Address of the Department with name of the Contact person)***

Email Id:

#### **24. Term**

- i. Upon its execution by the Parties, this Agreement will become effective from ----- (“Effective Date”).
- ii. Unless terminated in accordance with terms of this Agreement, this Agreement shall be valid initially for a period of Three (3) years from the Effective Date. Thereafter, the term of this Agreement shall get extended for such further period as mutually agreed between the Parties in writing.

#### **25. TERMINATION:**

- i. This Agreement may be terminated prior to completion of the term of Services under any of the following conditions:
  - a) By either Party, at its option, at any time after the other Party **(i)** files a bankruptcy petition; **(ii)** becomes insolvent or assigns all or substantially all of its assets or business for the benefit of creditors; **(iii)** resolves to windup business, dissolve or liquidate, or **(iv)** otherwise ceases to conduct business;
  - b) By either Party, at its option by serving an advance written notice of thirty days, upon breach of the terms, covenants or conditions of this Agreement by the other, provided the defaulting Party fails to rectify such breach within thirty (30) days following written notice thereof from the non-defaulting Party;
  - c) By the Bank, at its option without assigning any reason, by giving 30 days notice to Service Provider/ The OEM (Solution Provider) in writing.
- ii. Notwithstanding anything contained in this Agreement, in the event of termination Service Provider/ The OEM (Solution Provider) shall not be entitled for any termination cost. Upon termination Service Provider/ The OEM (Solution Provider) shall return all the Confidential Information to the Bank or certify destruction of Confidential Information through its authorized officer if return of Confidential Information is not possible.

- iii. Upon termination of the Agreement, Service Provider/ The OEM (Solution Provider) shall forthwith repay the remuneration received in advance pertaining to the unexpired portion of the Service period from the effective date of termination. The Bank will pay Service Provider/ The OEM (Solution Provider) all charges for the Service till the effective date of termination subject to set off against any dues payable to Bank and further provided that such payment due itself is not the subject matter of any disputed between the Bank and Service Provider/ The OEM (Solution Provider). Further, Bank shall have the right to get the Services executed by any other vendor of its choice and Service Provider/ The OEM (Solution Provider) hereby agrees to extent reasonable co-operation and assistance for transition of Service to such new vendor ensuring continuity of Service during transition period.

## **26. GENERAL PROVISIONS**

### **a) Sub-Contracting-**

Service Provider/ The OEM (Solution Provider) hereby agrees that it will not subcontract the Service or obligations contained in this Agreement either in part or full without the prior written consent from the Bank. In the event of engagement of any subcontractor with the consent of the Bank, Service Provider/ The OEM (Solution Provider) undertakes that it shall remain liable for the Service rendered or provided through such subcontractor and Service Provider/ The OEM (Solution Provider) hereby agrees to indemnify and keep indemnified the Bank from any loss, damage or claims arising out of or in connection with the Service carried out by such subcontractor through its personnel.

### **b) Survival**

The provision of this Agreement that by their nature and context are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

### **c) Force majeure**

It is expressly understood by the Parties that all events beyond their respective control being Force Majeure or Acts of God, including fire, flood, war, lightning, earthquake, collapse of structure, Government policies terrorist act, logistics failure, labour issue etc., which have the effect of preventing the performance of the contract by the Parties so affected shall be construed to imply automatic suspension of the obligation to perform temporarily or

permanently as the case may be, depending upon the facts and the circumstances of the event concerned.

**d) Successors**

This Agreement binds heirs, executors, administrators and successors and permitted assigns of the Bank and the Service Provider/ The OEM (Solution Provider) with respect to all covenants herein, and cannot be changed except by written Agreement by both Parties. Service Provider/ The OEM (Solution Provider)

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement (in duplicate) the day and year first above written.

<b>For Service Provider</b>	<b>For The OEM (Solution Provider)</b>	<b>For The South Indian Bank Ltd</b>
Name:	Name:	Name:
Title:	Title:	Title:
<b>Witness</b>	<b>Witness</b>	<b>Witness</b>