

66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20

06/09/2019



BID DOCUMENT

FOR

Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers

Ref: CO/ITD/626/R1/2019-20 Date: 06/09/2019

Last Date for Submission of Bids: 27.09.2019 (03.00 PM)

Indian Bank
Information Technology Department
Head Office,
66,Rajaji Salai,
Chennai-600 001





Corporate Office: Information Technology Department 66, Rajaji Salai

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Ref: CO/ITD/626/R1/2019-20

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SECTION I- INVITATION FOR BIDS (IFB)

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SECTION-I

INVITATION FOR BIDS (IFB)

Indian Bank invites quotations for Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers through online tendering mode. In this regard, interested eligible bidders may please submit their quotation as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

1. SCHEDULE

	2 22 1	750 00 ITD PROCESS (P1.2010 20 dated
1)	Tender Reference Number and	RFQ CO:ITD:PROC:626/R1:2019-20 dated
	Date	06/09/2019
2)	Last date for seeking Pre-bid	10/09/2019
	clarifications/queries through	
	email @	
	Rakveer.Kaur@indianbank.co.in	
	skkarna55966@indianbank.co.in	
3)	Pre Bid meeting	12/09/2019 at 11:00 AM
4)	Last Date & Time for submission	27/09/2019 at 03:00 PM
	of Bids in Online Mode	
5)	Last Date & Time for submission	27/09/2019 at 03:00 PM to be submitted
	of Physical Documents (Offline	to
	Mode)	
	7800	Chief Manager (ITD Procurement)
		Indian Bank
		Head Office
		Information Technology Department
		1990007
		2nd Floor
		66, Rajaji Salai
		Chennai - 600 001
6)	Documents to be submitted	1. Earnest Money Deposit/Bid Security
6)	physically by Bidders	2. DD towards Cost of bid document
	Control Processor St. At	2. DD towards cost of bid document
	(Offline Mode)	Note: Companies registered as
		Micro/Small Units under MSE/NSIC should
i.		submit documentary proof for claiming
	2	exemption for Point No. 1 & 2
,	Format Manage Domasit/Did	₹2,00,000/- (Rupees Two Lakhs only)
7)	Earnest Money Deposit/Bid	(Rupees Two Lakiis Olly)
	Security	would for 13E days from the last date of
		valid for 135 days from the last date of submission of bid in the form of Bank
		20 AL DA DO NO NO NO 12 22 12/11
NOVA		Guarantee issued by a scheduled



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		commercial Bank or Foreign Bank located	
		in India other than Indian Bank. (Mode of	
		Submission: Offline)	
8)	RFQ Cost	Non-refundable ₹5,000/- in the form of	
		DD favouring "Indian Bank payable at	
		Chennai" (Mode of submission: Offline)	
9)	Date of opening of Technical	27/09/2019 at 03:30 PM	
	(Part I) Bids (Online & Offline) &	Indian Bank	
	Conformity to Eligibility Criteria	254-260, Avvai Shanmugam Salai	
		Royapettah	
		Chennai - 600 014	
10)	Date of Online Reverse Auction	Will be intimated after technical evaluation	
	(Part II)	of the bids submitted.	
11)	Online Bid Submission Details	This RFQ will follow e-Procurement (e-	
		Tendering) process and the same will be	
		conducted by Bank's authorized e-	
		Procurement service provider M/s	
		Nextenders (India) Pvt. Ltd. through	
		website https://	
	*	indianbankeprocure.etenders.in	

This RFQ document can be downloaded from the website: https://www.indianbank.in and https://indianbankeprocure.etenders.in. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

2. PRE-BID MEETING

A pre-bid meeting is scheduled to be held at the following address at 11.00 AM on 12/09/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Indian Bank Head Office Information Technology Department 2nd Floor 66, Rajaji Salai Chennai – 600 001

In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by submitting the cost of bid document i.e. Rs.5,000/- (Rupees Five thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.





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DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering. The bidders are requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

Rakveer.Kaur@indianbank.co.in skkarna55966@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in https://www.indianbank.in and https://indianbankeprocure.etenders.in and informed vide mail to the bidders who have raised queries.

3. COST OF BID DOCUMENT AND BID SECURITY (EARNEST MONEY DEPOSIT)

Cost of Bid Document Rs. 5,000/- (Rupees Five Thousand only, non-refundable) in the form of DD favouring Indian Bank, payable at Chennai to be uploaded at the time of online submission of Bid.

The Bidder should upload at the time of online submission of Bid, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of Rs.2,00,000/- (Rupees Two Lakhs only) and valid for 135 days from the last date for submission of Bid in the format provided in Annexure -III, Bank may seek extension of Bank Guarantee, if required.

- I. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
- II. The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.
- III. The bidder will forfeit the Bid Security
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

Both the demand draft towards cost of bid document and bank guarantee towards bid security have to be submitted offline on or before 27/09/2019, 03.00 PM to the address mentioned under schedule 5) of this tender.





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4. PERIOD OF VALIDITY OF BIDS

Quote shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A quote valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

5. FORMAT AND SIGNING OF BID

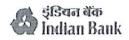
The person or persons signing the bid shall sign all pages of the bid document, except for unamended printed literature.

Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

6. PROCEDURE FOR SUBMISSION OF QUOTATION

- 1) Bidders should enroll/register before participating through website https://indianbankeprocure.etenders.in. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.
- 2) Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
 - 3) Part II Commercial will be called through Online Reverse Auction Process. Part II price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include License cost and AMC/ATS cost, exclusive of taxes. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.
- 4) Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.





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5) All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

THE CHIEF MANAGER, EXPENDITURE DEPARTMENT, INDIAN BANK, CORPORATE OFFICE, No. 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI - 600 014,

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 Hrs on 27/09/2019). The Technical quotations will be opened at 15:30 Hrs on 27/09/2019.

6) Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

7. AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.
- b. All prospective bidders may check bank's website for amendment/s and it will be binding on them.

8. DOCUMENTS CONSTITUTING THE BID

- 8.1. The Part-I of the bid prepared by the bidder shall comprise the following components:
 - a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:



that, the bidder has the financial and technical capability necessary to perform the contract;



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- ii. that, the bidder meets the qualification requirements.
- b) A bid form of the bid document as per format enclosed.
- c) Bid security (Earnest Money Deposit)
- d) Other documents as mentioned in checklist (Annexure-XII)

The bank may, at its discretion, reject any bid document not accompanied by the above.

9. Documents establishing goods' conformity to bidding documents

- 9.1. The bidder shall furnish, as Part-I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.
- 9.2. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - A detailed description of essential technical and performance characteristics of the goods;
 - b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

10. SCOPE OF THE PROJECT

The scope of the project includes Supply, installation and maintenance of Hardware and software licenses for UAT servers.

11. ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum qualification criteria and should submit the required proof.

- The Bidder should be Limited Company and should be in existence in India for the last 3 years as on 31.03.2019. (Certificate of Incorporation to be submitted).
- The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder (Copy of Audited balance sheets to be submitted).





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- The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks (Self-declaration to be submitted as per the format provided in Annexure II).
- The Annual turnover should be more than Rs. 2 crores for the last three audited balance sheets of the bidder (Copy of Audited balance sheets to be submitted).
- The Bidder should have supplied minimum of 2 Intel Processor based servers of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations in India in each of the last three financial years (Copies of Purchase Orders issued to the bidder to be submitted).
- Either OEM or Authorized Agents (SI) on behalf of OEM can bid in tender but not both.
- The bidder should have service center in Chennai. The Postal Address of the service center along with proof of address should be provided with the bid.

12. EVALUATION

The Technical bid should be complete in all respects and contain all information asked for. The Technical bid should be complete and indicate that all products and services asked for are considered.

The Technical Bids will be opened online as per date, time and venue mentioned under schedule 9) of this tender by a tender opening committee. In the first instance, the technical bids shall be evaluated by the Bank. At the second stage, only the technically qualified bidders will be allowed to participate in the indicative commercial bid opening and Online Reverse Auction process to determine the L1 bidder, for which the date and time will be intimated later.

Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only.

13. NEGOTIATION

Under exceptional circumstances, Bank reserves the right to negotiate with the L1 bidder on the price offered.

14. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank. (As per format provided in Annexure IV)





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15. ACCEPTANCE OF PURCHASE ORDER

Acceptance of purchase order should be submitted within 10 days of purchase order along with authorization letter. If for any reason L1 (Lowest) bidder backs out after issuance of purchase order or the purchase order issued to the L1 (Lowest) bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.





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SECTION II- CONDITIONS OF CONTRACT

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SECTION II

CONDITIONS OF CONTRACT

1. **DEFINITIONS**

In this contract, the following terms shall be interpreted as indicated:

- a. "**The Contract**" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. "**The Goods**" means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. "**The Services**" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. "The Purchaser" means Indian Bank.
- f. "The Supplier" means the company supplying the Goods and Services under this Contract.
- g. "The Project Site", where applicable, means the place of delivery of equipment's.

USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1 The supplier shall not, without the purchaser'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 purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2 The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.



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3. PATENT RIGHTS

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. PERFORMANCE GUARANTEE

- a) Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee (As per format provided in Annexure V), valid for 63 months with further one year claim period.
- b) The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- c) If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

5. INSPECTIONS AND TESTS

- I. The Purchaser or its Representative/s shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any Representatives retained for these purposes.
- II. Any charges payable to the Purchaser's Representative designated for inspection shall be borne by the Purchaser.
- III. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- IV. Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Purchaser.
- V. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

6. PACKING

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between equipment and connecting to power supplies. The Supplier will test all hardware and software operations and accomplish all adjustments necessary for



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successful and continuous operation of the hardware and software at all installation sites. Data/electrical cabling will be done by the Bank. Supplier has to provide the power cables required to install the systems being supplied.

7. DELIVERY SCHEDULE

Total time for Delivery and Installation for hardware should not exceed ten (10) Weeks from the date of Purchase Order.

The Software licenses are to be delivered within one (1) week after all the hardware have been installed at the respective sites and are ready for software installation and configuration.

8. PLACE OF DELIVERY

Indian Bank Head Office, Information Technology Department, 66, Rajaji Salai, Chennai – 600 001.

9. DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the equipment at the site provided by Bank.

The details of shipping and / or other documents to be furnished by the Supplier are as follows.

- Copy of the Supplier Invoice showing contract number, goods, description, quantity, unit price, total amount;
- Delivery Note, acknowledgement of receipt of goods from the Consignee;
- Insurance Certificate(Transit/Storage cum Erection);
- Manufacturer's / Supplier's Warranty Certificate;
- License Certificates.

10. INSURANCE

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. For any damage to the delivered goods due to non-availability of storage cum erection policy, the supplier has to bear the losses.





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11. INCIDENTAL SERVICES

11.1 The Supplier is required to provide the following services.

a. Performance or supervision of on-site assembly and / or start-up of the supplied Goods;

5. Furnishing of tools required for assembly and / or maintenance of the supplied

goods;

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c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

11.2 Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and Prices charged by the Supplier for the incidental services, should form part of the price quoted.

12. COMPREHENSIVE ONSITE WARRANTY AND AMC

All the hardware equipment's supplied and installed will be under a comprehensive onsite warranty of three years from the date of installation and comprehensive onsite AMC has to be renewed for subsequent two years after warranty period.

- I. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- II. This warranty shall remain valid for 36 months for Hardware after the Goods have been installed at the final destination indicated in the Contract, or for forty two (42) months for the hardware after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- III. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- IV. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.



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13. PAYMENT TERMS

a) On Delivery: Eighty (80)% of the price of the Systems delivered will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

Eighty (80)% of the price of the software delivered will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative.

b) On Installation: Twenty (20)% of the price of the Systems and software delivered and installed will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.

TDS will be deducted for the payment, if applicable.

14. CHANGE ORDERS

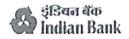
INDIA

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- 14.1 The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:
 - a. the method of shipment or packing;
 - b. the place of delivery; and / or
 - c. the Services to be provided by the Supplier;
- **14.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier'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 Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- I. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- II. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.



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LIQUIDATED DAMAGES

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the 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 0.5% of the Invoice price of delayed item for each week or part thereof of delay until actual delivery/installation or performance. If the installation and making the complete system up and running is not possible due to delayed item, a sum equivalent to 0.5% of the total Contract Value will be deducted for each week or part thereof of delay until actual delivery/installation or performance, up to a maximum deduction of 10% of total Contract Value. If the equipments are not delivered/installed in time, the Bank may consider termination of the contract.

17. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

- if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- II. if the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; 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 Bidders (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.

18. FORCE MAJEURE

कॉ.का / C.O. आईटीडी / ITD The Bidder shall not be liable for forfeiture of its performance Security liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign



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If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. TERMINATION FOR CONVENIENCE

19.1 The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices;
 and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

20. SETTLEMENT OF DISPUTES

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Bank and the bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 20.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.



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

- (a) In case of dispute or difference arising between the Bank and a domestic Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Bidder as well as Indian Bidder, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) 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.
- (e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.
- 20.4 Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the bidder any monies due to the bidder.

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

21. CONFIDENTIALITY

The Bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the



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22. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

23. INSTALLATION

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between equipment and connecting to power supplies. The Supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites. Data/electrical cabling will be done by the Bank. Supplier has to provide the power cables required to install the systems being supplied.

24. MAINTENANCE AND SUPPORT(SLA)

During the Warranty the Supplier should respond within 2 hours to call logged and commence repair work within 4 hours. If The problem is not sorted out within next 4 hours penalty @ Rs.1,000 for every additional two hours or part thereof will be levied from the successful bidder (i.e after 8 hours from time of logging call) and the accumulated penalty will be deducted from the payment due to the vendor. If no payment is due for the penalty calculated and agreed upon should be paid to the bank by successful bidder before the expiry of the contract. If the successful bidder fails to pay the penalty by end of contract period, bank may invoke the performance guarantee for the sum equivalent to the amount receivable by the bank. If standby is provided, then the faulty hardware/software must be repaired or replaced with equal or higher configuration within 2 working day excluding the day of reporting. All the software/Equipment supplied should be with 24*7 support, irrespective of holidays. The supplier shall provide a local number / National toll free number which can be accessible round the clock from all the delivery locations, for registering /reporting any maintenance requirements. An escalation matrix with timelines has to be provided. During the warranty and AMC, the supplier shall provide and install updates and upgrades (including new software version release) for all products supplied under this contract along with customisation and documentation at no additional cost to the bank (it includes future upgrades/updates/version changes). If the same failure happens for the same equipment more than once in a month, the cumulative downtime for penalty will be taken from the time of logging of call to till the equipment is brought up for all calls except the first call.

25. TRAINING

कॉ.का IC.O. आईटीडी / ITD

For each hardware and software installed, the Supplier is required to provide training to the designated Bank's personnel to enable them to operate effectively. A team of up to 10 Bank staff have to be trained on the administration of all the installed products.



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26. TECHNICAL DOCUMENTATION

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

27. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

28. IT ACT 2000

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

29. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to the contract value.

This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

30. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

31. AUTHORIZATION LETTER FROM OEM

कॉ.का / C.O. आईटीडी / ITD The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM). If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.



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32. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

33. BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.

34. GENERAL TERMS

INDIAN

कॉ.का / C.O.

- I. The cost of preparing the proposal including visit/visits to the Bank by the bidder is not reimbursable.
- II. The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
 - III. Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances.
 - IV. Either the Agent on behalf of the Principal or the Principal directly could bid in a tender but not both.
 - V. All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
 - VI. The bid should be valid for 90 days from the date of submission of bid.
- VII. Any other equipment, devices, software required to install above hardware need to be provided and installed without any financial implications.
- VIII. All the hardware/software supplied should be under back to back support from respective OEM, OEM letter for the same to be submitted.
 - IX. All equipment's supplied should be factory assembled.
 - X. Call logging facility to be made available on 24*7 basis.
 - XI. Make and Model of the quoted products should be furnished.
- XII. Part numbers for Hardware and System Software components should be furnished
- XIII. Supplier has to install and reinstall (if needed) all the hardware necessary software and licenses without additional cost to the bank.



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XIV. Supplier has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.

- XV. Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- XVI. As and when OS/Storage Patches, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- XVII. Any future releases/Version upgrades of OS/Storage and related system software, firmware of the systems to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period.
- XVIII. The laying of Fiber cables, rack cable dressing and labeling should be done neatly without any financial implications.
 - XIX. Detailed documentation of installation and solution has to be provided after successful installation.

IT ACT 2000 35.

The Licenses provided as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/ Reserve Bank India guidelines issued from time to time.

COST OF BIDDING 36.

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Bank will not be responsible or in any way liable for such costs regardless of the conduct or outcome of the bidding process.





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SECTION III- INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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SECTION III

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

- Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- 2. e-tendering will be conducted on a specific web portal website https://indianbankeprocure.etenders.in meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
- 3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- 5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- 6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- 7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.





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- 8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
- 9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
- 10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
- 11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (https://indianbankeprocure.etenders.in), bidder needs to register on the e-tendering portal. The bidder should visit the homepage of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

Note: Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.





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Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd Yuchit, Juhu Tara Road Mumbai - 400 049. Support Contact No. 020-25315555 Ext no 8 then 8

Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Part I
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

2.5. OFFLINE SUBMISSIONS

INDIA

कॉ.का / C.O. आईटीडी/ITD In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.



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- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 27/09/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Request for Quotation for Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers" and the words 'DO NOT OPEN BEFORE (27/09/2019 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (https://indianbankeprocure.etenders.in), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –

- **a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- ${f b.}$ Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- **c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- **d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.





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PART - I

Date:

Indian Bank CO: Expenditure Department 254-260, Avvai Shanmugam Salai Royapettah Chennai 600 014.

Dear Sir,

Sub: RFQ for Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers.

Ref: Your RFQ No. CO/ITD/626/R1/2019-20 dated 06.09.2019.

Referring to your above Request for Quotation (RFQ), we, the undersigned, submit the compliance details of specification.

Consolidated Hardware Requirement

S. No.	Description	Requirement
1.	Rack Servers (24 cores/384 GB RAM)	2

Consolidated Software License Requirement

S. No.	Software Name	License Requirement	Remarks
1.	Windows Server 2016 Datacenter Edition (16 core pack)	3	48 Cores
2.	VMware vCloud suite standard	4	Socket based Licenses

TECHNICAL SPECIFICATION

1) Rack Server

Description	Specification	Complied/Not Complied
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold -6246 3.30 GHz,	



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Corporate Office: Information Technology Department 66, Rajaji Salai Chennai 600 001

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Description	Specification	Complied/Not Complied
	24.75 MB cache, HT, 12 Cores	
Core/Processor	12 cores per processor	
Processor Speed	3.30 GHz	
L3 Cache	24.75 MB	
No of CPU-Min	Machine to be supplied with 2 Processor (Total 24 Core)	
No of Sockets- Max	2	
Chipset	Suitable Intel C620 series or above	
DIMM Slots	16 or Higher	
Memory Configuration	The System has to be supplied with at least 384 GB RDIMM (operating @2400 MHz or higher) using 32 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 384 GB or Higher with memory mirroring and memory rank sparing	
RAID Controller	RAID Controller Support RAID Levels 0,1,5,6,10 with hotspare disk configuration feature	
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	
HDD Required	The System should be configured with 4 TB of useable space in RAID 6 with hot spare by populating 900 GB/1.2 TB 10k SAS disks	
PCI Slot Compatibility	6 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	2 nos. of Ethernet cards each having 4 * 1 Gbps ports	
Ports	4 or more USB 2.0/3.0 Ports to be supported	
Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	



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Description	Specification	Complied/Not Complied
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	16
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, etc. should be supplied	
Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet explorer)	
	Integrated management ASIC with dedicated RJ45 port providing out of band access	
	Hardware based and OS independent remote management. Remote management should support remote power on/off of the server and should have the capability to boot the server from a remote floppy or CDROM drive or an image of the same.	
	Should be possible to remotely manage each server individually. Should support access rights for administrators for each server individually.	

Software Licenses (NDR Site):-

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The following are the software licenses to be supplied:-

S. No.	Software Name	Total	Complied/Not Complied
1.	Windows Server 2016 Datacenter Edition (16 core pack) (Software Assurance for 6 years)	3	
2.	VMware vCloud suite standard (Support and Subscription for 5 years)	4	



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We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

1)

2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree for bid validity of 90 days.

We undertake, if our quotation is accepted, to complete the delivery in accordance with the delivery schedule specified in the bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any quotation you may receive.

We clarify/confirm that we comply with the eligibility criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

We hereby certify that, we have not been black listed by any Government Dept/ PSU/ Banks.

We agree to the terms of payment mentioned in your letter.

We submit that we shall abide by your Standard terms and conditions governing the quotations mentioned in your letter.

We submit that the details given above are true to the best of our knowledge.

For (Authorized Signatory)

Office Seal Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:





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Other Terms and Conditions:

- 1) Bidder has to specify exact total Power, AC and Rack Space requirements for the hardware quoted along with this quote.
- 2) Bidder has to provide warranty/support services for 5 years (3 years warranty + 2 years AMC) for all the hardware supplied by the bidder.
- 3) Bidder has to provide support & subscription for VMware software licenses supplied by the bidder for a period of 5 years.
- 4) Bidder has to provide Software Assurance for Microsoft software licenses supplied by the bidder for a period of 6 years.
- 5) As and when OS/VMware Patches, New Firmware Version is announced, Bidder has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- Any future releases/Version upgrades of OS/VMware and related system software, firmware of the systems to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period.
- 7) The laying of network cable, rack cable dressing and labelling in between server and patch panel (same rack) should be done neatly without any financial implications by the bidder.
- 8) Detailed documentation of installation and solution has to be provided after successful installation.
- 9) VMware vCloud suite and MS Windows Server Operating System will be upgraded to latest compatible versions available during the entire contract period.
- 10) The bidder shall provide perpetual license for software solution.
- 11) The bidder should supply all the licenses with Software Assurance (For Microsoft software products)/ Annual Technical Support (for all other software supplied) from respective OEM for a period detailed in technical specification from the date of delivery of the software.





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Ref: CO/ITD/626/R1/2019-20

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PART - II COMMERCIAL BID (to be submitted after online reverse auction)

\Box	te	
υa	re	

To,

Indian Bank Corporate Office Information Technology Department 254-260, Avvai Shanmugam Salai Chennai 600 014

Dear Sir,

Sub: RFQ for Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers.

Ref: 1. Your RFQ No. CO/ITD/626/R1/2019-20 dated 06.09.2019. 2. Online reverse auction dated							
Further to online reverse auction co breakup details.	nducted on	we	give	below	the		

I. Cost of Hardware

S.	Item Description	Qty.	Unit Price	AMC F	Price	Total Price
No.		(A)	with 3 years warranty in Rs. (B)	4 th year AMC (C)	5 th Year AMC (D)	(Rs.)# E = A*(B+C+D)
1	Rack Servers (24 cores/384 GB RAM)	2				
					TOTAL	





Corporate Office: Information Technology Department Chennai 600 001 Ph: 2527 9704/9719

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II. Cost of Software

Ref: CO/ITD/626/R1/2019-20

Total Price	*('S') #('S') 0=F*G+N	·	
vare in Rs.	Total AMC/ATS N=F*(H+I+J+ K+L+M)		
	6 th year cost per unit(M)		NIL
AMC/ATS Cost of Software in Rs.	5 th year cost per unit (L)		
AMC/ATS	4 th year cost per unit (K)		
	3 rd year cost per unit		
	2 nd year cost per unit (I)		
	1 st year cost per unit (H)		
Unit Price	in Ks. (G)		
Qty.	L	м	4
Item Description		Windows Server 2016 Datacenter Edition (16 core pack) with Six years Annual Technical Support (ATS)	2. VMware vCloud suite standard, Socket based Licenses, with 5 years support / ATS TOTAL
s :	o Z	- i	7



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III. Summary

S.No.	Description	Amount in Rupees#	
1	Cost of Hardware (E)		
	(As per Total of item I)		
2	Cost of Software (O)		
	(As per Total of item II)		
	Grand Total (Total of S.No. 1 and 2)		

Total	Rupees	in	Words:

Price is inclusive of all duties, levies, freight, insurance, Warranty etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

We submit that we shall abide by the details given above and the conditions given in your above letter.

Signature of the Vendor (Authorized Signatory)

Company Seal Date

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:





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Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE -I

1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date:			
	_		

То

को.का / C.O. आईटीडी / ITD

Indian Bank Corporate Office, Information Technology Department 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014, India.

Sub: Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers.

Ref: CO:ITD:626/R1:2019-20 dated 06.09.2019.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification word, shall constitute a binding Contract between us.



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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.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of	
	Signature
(In the Capacity of)	9
Duly authorised to sign bid for and on behalf of	
(Name & Address of Bidder)	
Mobile:	



Email



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Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE-II

SELF DECLARATION - BLACKLISTING

The Assistant General Manager Information Technology Department Indian Bank, Corporate Office 254-260 Avvai Shanmugam Salai Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Request for Quotation for Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers.

Ref: Your RFQ No. CO/ITD/626/R1/2019-20 dated 06.09.2019.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

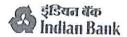
Name and Designation with Office Seal

Place:

Date:

Name:





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Ref: CO/ITD/626/R1/2019-20

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ANNEXURE - III BID SECURITY FORM

Whereas
the goods) (Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that We (name of bank) of
for which payment well and truly to be made to the said
Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with
the seal of the said Bank this day of
The state of the s
THE CONDITIONS of this obligation are:

- 1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
- 2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Authorized Official of Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.





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Corporate Office: Information Technology Department

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ANNEXURE-IV

CONTRACT FORM

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE
OF S				



66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20	06/09	/2019
9		

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For Indian Bank
n the presence of:
Signed, Sealed and Delivered by the
aid (For the Supplier
n the presence of:





66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE-V PERFORMANCE SECURITY FORM

Bank Guarantee No. Date:	
To:	
INDIAN BANK, CHENNAI, INDIA.	
WHEREAS hereinafter called "the Supplier") has undertaken, in pursuance of Con No	trac
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier furnish you with a Bank Guarantee by a recognized bank for the sum specified thereis security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.	n as th
AND WHEREAS we have agreed to give the Supplier a Guarantee:	
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of	ne
This guarantee is valid until theday of201	
Signature of Authorised Official with Seal	
Date201	
Address:	

NOTE:

कॉ.का / C.O. आईटीडी / ITD

Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.



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2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

3. Please note that guarantee to be valid for 63 months and claim period is One year as per Clause 4 (Performance Guarantee) of condition of contract.





Corporate Office: Information Technology Department 66, Rajaji Salai Chennai 600 001

Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE-VI

MANUFACTURERS' AUTHORIZATION FORM

No. Da	ted
То	
Dear Sir,	
Sub : Supply, installation and maintenance of Server for replacing obsolete servers.	s and related software at NDR Site
Ref: CO:ITD:626/R1:2019-20 dated 06.09.2019.	
We who are established and reputable manufactory (name & descriptions (address of factory) do hereby authorize M/saddress of Agent) to submit a bid, and sign the con	of goods offered) having factories at (Name and
manufactured by us against the above Invitation for	Bid.
We hereby extend our full Warranty as per Co and services offered for supply by the above Compa authorize the said Company to act on our behalf in f support and maintenance obligations required by the	ry against this RFP. We duly Fulfilling all installation, technical
	Yours faithfully,
	(Name of Manufacturer)
Note: This letter of authority should be on the letter	erhead of the Manufacturer.



66, Rajaji Salai

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इंडियन बॅक Indian Bank

06/09/2019

ANNEXURE-VII

Details of GOODS & SERVICES supplied

(Optional) As per Contract Contract	.; • <u>;</u>	S. Order No. placed by	Order No. and Date		Value of Order	Date of completion of delivery	pletion of	Remarks indicating reasons for late delivery, if any
Contract		Full address	T	supplied	(Optional)			
		or Purchaser				As per Contract	Actual	Ţ







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ANNEXURE-VIII

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

						Date:
	Sub: C	Certificate	of commissi	oning of equip	oment.	
	Ref: P	urchase C	Order No.			
	in Para	condition No. 2) ar	n along with nd a set of sp	all the standa	ent as detailed below has/hard and special accessories (dance with the Contract/Sp	(subject to remarks
		(a)	Contract No	0.	dated	
		(b)			ment	
		I	Man Samuel			
		(d)	Date of del	ivery	nd proving test	
		Ι	Date of cor	fillissioning a	ind proving test	
2.	Details of	f accesso	ries/spares n	ot yet supplie	ed and recoveries to be mad	de on that account:
		S.No.	Description	1	Amount to be recovered	
3. bee	n trained		oving test ha ontract terms		to our entire satisfaction	and operators have
	4.	The sup	oplier has ful	filled its contr	actual obligations satisfacto	orily* or
	followir	ng: (a)	oplier has fai	led to fulfil its	contractual obligations wit	h regard to the
		(b)	S	Signature		
				Name		
				Designation v	vith date and stamp	

*Explanatory notes for filling up the certificates:

(a) The Supplier has adhered to the time schedule specified in the contract in despatching the documents pursuant to Technical Specifications.





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(b) The Supplier has supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.

In the event of documents having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.



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Corporate Office: Information Technology Department Chennai 600 001 Ph: 2527 9704/9719

66, Rajaji Salai

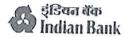
06/09/2019

SERVICE SUPPORT DETAILS ANNEXURE-IX

No. of Engineers											
Status of office working No. of Engineers	days and hours										
Land line Phone E Mail id	Number										
Full Postal Address											
	Centre Name										
S.No.											

Signature of Authorized Official with Seal





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Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE-X NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.......201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND
M/s Limited a company registered under the Companies Act having its registered office at hereinafter called the " " which term shall wherever the context so require includes its successors and assigns, WITNESSETH:
WHEREAS
The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches
M/s. Limited has been engaged in the business of supply and installation of computer systems including peripherals
The parties have entered into agreement dated and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THERFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.





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Ref: CO/ITD/626/R1/2019-20

06/09/2019

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.





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4. Term

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

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

कॉ.का / C.O.

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written incorrespondence or agreements between the parties. This agreement may be amended or



66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20 06/09/2019 modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

11. Jurisdiction

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

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK	
D111117	

M/s.





66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

Ref: CO/ITD/626/R1/2019-20

06/09/2019

ANNEXURE-XI

Undertaking of authenticity

Sub: Supply, installation and maintenance of Servers and related software at NDR Site for replacing obsolete servers.

Ref: CO:ITD:626/R1:2019-20 dated 06.09.2019.
This has reference to Server being quoted to Indian Bank vide our Quotation No Dated

We hereby undertake that all the components/parts/assembly/software used in the Servers and other supplies under the above, like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system asked by Indian Bank in the purchase order shall be supplied along with the authorized license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg Authorized Microsoft Channel in case of Microsoft Operating System).

Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the servers and other supplies already billed, we agree to take back servers and other supplies if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited.

We (______) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our Authorized Service Centre/Reseller etc.

Authorized Signatory

Name:

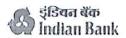
Designation

Place

Date

PS: (The above declaration has to be given by the company secretary duly Signed on the Letter Head of the Company)





66, Rajaji Salai Chennai 600 001 Ph: 2527 9704/9719

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06/09/2019

ANNEXURE-XII CHECKLIST for Part – I

S.	Criteria	Documents are to be submitted along with bid
No.	The Bidden should be limited Company	Copy of the Certificate of Incorporation/
01	The Bidder should be Limited Company and should be in existence in India for	Certificate of Commencement of Business
	the last 3 years (as on 31.03.2019).	issued by the Registrar of Companies.
02	The Bid should be accompanied by a Bid	Original Bank Guarantee for the required
02	Security of required amount	amount should be attached as per Annexure-
	Security of required amount	III
03	The Bidder should be a Net profit earning	Copy of Audited Balance Sheet for the last
	organization for the last three audited	three (2016-17, 2017-18 & 2018-19) years
	balance sheets years of the bidder.	should be attached.
04	The annual turnover should be more than	
330 "	Rs. 2 crores for the last three audited	
	balance sheets of the bidder.	
05	The Bidder should have supplied	Copies of Purchase Order issued by concerned
	minimum of 2 Intel processor based	Organizations should be attached as per
	servers of the make quoted in the bid to	Annexure-VII along with letter of satisfaction
	Banks/ Financial Institutions/	from the respective Buyer.
	Government Organizations in India in	
	each of the last three financial years.	
06	The Bidder should not have been	Self-Declaration as per Annexure-II should be
	blacklisted currently by any Government	attached for non-black listing.
	Dept. / PSU / Banks.	
07	The bidder should have service center in	Support Centre Details along with copy of
	Chennai. The Postal Address of the	Latest Landline Bill/Insurance Policy/Lease
	service center along with proof of address	Agreement should be attached as per
	should be provided with the bid.	Annexure-IX
08	Bid Form	Bid Form signed by the Authorized Official of
		the Bidder should be attached as per
	M (Annexure-I MAF obtained from the concerned OEMs
09	Manufacturer's Authorisation Form(MAF)	should be attached as per Annexure-VI.
4.0	Linday-balding of Authoratisity	Undertaking issued by Company Secretary
10	Undertaking of Authenticity	should be attached as per Annexure-XI
11	Technical Compliance	Compliance to be given as per Part I



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