

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Rate Contract for Supply of N\*64 Kbps leased line modems**

**Last Date for Submission of Bid: 23/12/2019 (03.00 PM)**

**INFORMATION TECHNOLOGY DEPARTMENT,  
INDIAN BANK, CORPORATE OFFICE,  
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,  
CHENNAI – 600014**



**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. CO:ITD:CNW:1273/R1:2019-20 dated 04/12/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email <a href="mailto:kapil.bhatia@indianbank.co.in">@kapil.bhatia@indianbank.co.in;</a> <a href="mailto:shiju.kk@indianbank.co.in">shiju.kk@indianbank.co.in;</a> <a href="mailto:m.saravanan@indianbank.co.in">m.saravanan@indianbank.co.in;</a> <a href="mailto:rahul.bahuleyan@indianbank.co.in">rahul.bahuleyan@indianbank.co.in;</a> <a href="mailto:praveenkumar.s@indianbank.co.in">praveenkumar.s@indianbank.co.in;</a>	09/12/2019 by 5:00 PM
3)	Pre Bid meeting	10/12/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	23/12/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	23/12/2019 at 03:00 PM to be submitted to  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014  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 Section VI.  g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document  Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. a & b



7)	Earnest Money Deposit/Bid Security	Rs.1,00,000/- (Rupees One lakhs only)  valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.2,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	23/12/2019 at 03:30 PM  Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP 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 <a href="https://indianbankeprocure.etenders.in">https:// indianbankeprocure.etenders.in</a>

This RFP 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 paper publication will be done for the same.



**SECTION I****Table of Contents**

<b>Section</b>	<b>Particulars</b>	<b>Page No.</b>
I	INVITATION FOR BIDS	5
II	DESCRIPTION AND GUIDELINES	8
III	INSTRUCTIONS TO BIDDERS	10
IV	CONDITIONS OF CONTRACT	16
V	INSTRUCTIONS TO BIDDERS FOR E-TENDERING	25
VI	BID FORM, PRICE SCHEDULES AND OTHER FORMATS	29





**SECTION – I****INVITATION FOR BIDS (IFB)**

1. Indian Bank is proposing to enter into rate contract with the vendors for supply of N\*64 Kbps leased line modems for our Branches.
2. Bank invites quotation from interested eligible bidders. The bidders desirous of taking up the project for providing leased line modems to INDIAN BANK are invited to submit their technical and commercial proposal in response to this RFQ, as per the following procedure through e-tendering mode.
3. The cost of the bid document is Rs.2,000/-(Rupees Two thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

Further information can be had from the Bank at the address given below from 10.00 to 17.00 hours on all working days.

**Information Technology department,  
Indian Bank, Head Office, 7<sup>th</sup> floor,  
66, Rajaji Salai, Chennai – 600001  
Phone Nos. 044-2527 9816/44/45**

**e-mail: [kapil.bhatia@indianbank.co.in](mailto:kapil.bhatia@indianbank.co.in);  
[shiju.kk@indianbank.co.in](mailto:shiju.kk@indianbank.co.in);  
[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in);  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in);  
[praveenkumar.s@indianbank.co.in](mailto:praveenkumar.s@indianbank.co.in);**

4. Bidders should enrol / 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.

5. 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.



6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

7. 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.

8. 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 hours on 23/12/2019). The Technical quotations will be opened at 15:30 Hrs on 23/12/2019.

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

**10. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:**

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.





- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
  - g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- 11.** The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
- 12.** This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



**SECTION – II****DESCRIPTION AND GUIDELINES****Table of contents**

<b>S.No</b>	<b>Particulars</b>	<b>Page No.</b>
1	ELIGIBILITY CRITERIA FOR BIDDERS	9
2	TIME FRAME FOR COMPLETION OF THE PROJECT	9





**1. ELIGIBILITY CRITERIA FOR BIDDERS**

The bidder must satisfy the following minimum criteria.

- The bidder should be a public / private limited company / registered partnership firm.
- The Bidder should be in existence in India for more than four years as on 30.06.2019.
- The Bidder's annual turnover in the last financial year should be more than Rs 1 Crore.
- The Bidder should have supplied at least 100 pairs of modems of make being quoted in single order to Banks/Financial Institutions/Government Offices during the last three years (2016-17, 2017-18 & 2018-19).
- The bidder must have net profit after taxes for last three financial years of the bidder (2016-17, 2017-18 & 2018-19).
- The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.

Bids, which are not meeting the above criteria, will be liable for rejection.

**2. TIME FRAME FOR COMPLETION OF THE PROJECT**

**Delivery:** On placement of order (minimum quantity will be 3 pairs in a single order), the modems should be delivered within two weeks from the date of order. Even if the order is received on the penultimate day of the contract, the bidder has to honour the order and deliver the modems within two weeks from the date of order.

**Place of Delivery:** Will be informed at the time of placing order by the respective offices (Head Office/Bank's Zonal Offices at various locations in India).



**SECTION III**  
**INSTRUCTIONS TO BIDDERS**

**Table of Contents**

<b>S.NO</b>	<b>Particulars</b>	<b>Page No.</b>
1	INTRODUCTION	11
2	PRE-BID MEETING	11
3	AMENDMENT OF BIDDING DOCUMENTS	12
4	DOCUMENTS CONSTITUTING THE BID	12
5	BID SECURITY (Earnest Money Deposit)	13
6	PERIOD OF VALIDITY OF BIDS	13
7	FORMAT AND SIGNING OF BID	13
8	SEALING AND MARKING OF BIDS	13
9	DEADLINE FOR SUBMISSION OF BIDS	14
10	OPENING OF BIDS BY BANK	14
11	CLARIFICATION OF BIDS	14
12	BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS OR RATE CONTRACT	15
13	BID PROPOSAL AND OWNERSHIP	15
14	BID PRICING INFORMATION	15
15	DISCLAIMER	15
16	JURISDICTION	15
17	NEGOTIATION	15



**1. Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

**2. Pre-bid Meeting**

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **10/12/2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Information Technology Department,  
Indian Bank, 2<sup>nd</sup> floor, Head Office,  
66, Rajaji Salai, Chennai – 600001**

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 paying the cost of bid document i.e Rs.2,000/- (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 paid the cost of bid document will be allowed to participate in the pre-bid meeting.

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 chose 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.

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided at least two days before the date of meeting to the following email ids:

[kapil.bhatia@indianbank.co.in](mailto:kapil.bhatia@indianbank.co.in);  
[shiju.kk@indianbank.co.in](mailto:shiju.kk@indianbank.co.in)  
[m.saravanan@indianbank.co.in](mailto:m.saravanan@indianbank.co.in);  
[rahul.bahuleyan@indianbank.co.in](mailto:rahul.bahuleyan@indianbank.co.in);  
[praveenkumar.s@indianbank.co.in](mailto:praveenkumar.s@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. Amendment of bidding documents**

3.1 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(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

3.2 The amendments if any, will be published in the Bank's website and e-procurement website and will form part of the Bidding document.

**4. Documents constituting the bid**

The Bid prepared by the Bidder should comprise the following components:

- 4.1 Demand draft for cost of bid document. (copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)
- 4.2 Bid security (Earnest Money Deposit)
- 4.3 Technical Bid

In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction.

**Any bid document not accompanied by any of the above are liable for rejection.**

**A. TECHNICAL BID**

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

**For submitting Technical bid, bidders shall use the original section VI – format 1 published by the Bank as part of the RFP, which contains Bank's seal.**

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Note: All the documents and certificates as per Section VI – formats 1 to 10 should be submitted along with the technical bid.

Any bid document not accompanied by the above will be rejected.

**B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.**

- i) The price should be quoted in the format attached to this RFP (Format-6 in section-VI)
- ii) The price should be firm and not dependent on any variable factors.
- iii) The final price quoted in the bid should be inclusive of all levies, duties etc. and exclusive of GST.





- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) No commercial information shall be furnished during submission of technical bids.**
- ix) The bidder should have valid digital certificate to participate in the online reverse auction.**

**5. Bid Security (Earnest Money Deposit)**

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-9 in Section VI) for a sum of Rs.1,00,000/- and valid for Forty Five (45) days beyond the validity of the bid (i.e. 135 days from the last date for submission of Bid). Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
  1. If a Bidder withdraws its bid during the period of bid validity  
or
  2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

**6. Period of validity of bids**

Bids should remain valid for the period of 90 (Ninety) days from the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

**7. Format and signing of Bid**

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

**8. Sealing and marking of Bids**

The Bidder shall seal the bid in envelope, duly marking the envelopes as "Rate Contract for Supply of N\*64 Kbps leased line modems - PART I (Technical Bid)".



- The sealed outer envelope shall be addressed to the Bank at the address given below and to be dropped in the box provided at below address.

**Indian Bank,  
Corporate Office,  
Expenditure Department, First Floor,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, Pin 600 014**

bear the name '**Rate Contract for Supply of N\*64 Kbps leased line modems- PART I (Technical Bid)**' and a statement: "**DO NOT OPEN BEFORE 23/12/2019**", to be delivered within the time and the date specified below.

#### **9. Deadline for submission of Bid**

Deadline for bid submission is: **23/12/2019- 15.00 hours**

- Deadline for bid submission is: **23/12/2019- 15.00 hours**. The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before **15:00 hrs on 23/12/2019**.
- In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 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.

#### **10. Opening of bids by Bank**

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 23/12/2019**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

#### **11. Clarification of Bids**

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in





writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**12. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS OR RATE CONTRACT**

Bank enforces the right to accept or reject any bid, and to annul the bidding process and reject any/all bid/s at any time prior to award of Contract.

If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, the Bank shall reserve the right to cancel the contract and remove such vendors from rate contract without giving any notice to the vendor.

**13. Bid Proposal and Ownership**

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

**14. Bid Pricing Information**

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

**15. Disclaimer**

The Bank and /or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

**16. JURISDICTION**

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

**17. NEGOTIATION**

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.



**SECTION IV****CONDITIONS OF CONTRACT****Table of Contents**

<b>S.NO</b>	<b>Particulars</b>	<b>Page No.</b>
1	DEFINITIONS	17
2	OBLIGATIONS OF THE BIDDERS	18
3	USE OF CONTRACT DOCUMENTS AND INFORMATION	18
4	PAYMENT TERMS	18
5	WARRANTY & AMC	19
6	SLA	19
7	LIQUIDATED DAMAGES	19
8	PACKING	19
9	INDEMNITY CLAUSE	19
10	TERMINATION FOR DEFAULT	20
11	FORCE MAJEURE	20
12	TERMINATION FOR CONVENIENCE	21
13	SETTLEMENT OF DISPUTES	21
14	LIMITATION OF LIABILITY	22
15	APPLICABLE LAW	22
16	COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952	23
17	INSURANCE	23
18	ACCEPTANCE OF PURCHASE ORDER/ RATE CONTRACT ORDER	23
19	OTHER TERMS AND CONDITIONS	23





**1. DEFINITIONS**

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

- a. **"Applicable Law"** means the laws and any other instruments having the force of law in India.
- b. **"Bank"** means Indian Bank.
- c. **"Contract"** means the agreement entered into between the Bank and the successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- d. **"Contract Price"** means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations;
- e. **"Goods"** means all of the deliverables or other materials which the Company should deliver as per this contract;
- f. **"Party"** means the Bank or the Company, as the case may be and Parties means both of them.
- g. **"Personnel"** means persons the employees of the successful bidder and assigned to the performance of the Services or any part thereof.
- h. **"Project Site"**, where applicable, means the places that were mentioned in the paragraph 1.2 of Section II DESCRIPTION AND GUIDELINES.
- i. **"Services"** means those services ancillary to the deliverables of the Company covered under the Contract
- j. **"Supplier/ Successful bidder"** means the company supplying the Goods and Services under this Contract.

**1.2 Law governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

**1.3 Language**

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

**1.4 Address for communication**

The address of the Bank is:

**Information Technology Department  
Indian Bank, Head office, 2<sup>nd</sup> floor,  
66, Rajaji Salai, Chennai -600001  
Phone Nos. 044-2527 9816/44/45**

**e-mail :** kapil.bhatia@indianbank.co.in;  
shiju.kk@indianbank.co.in  
m.saravanan@indianbank.co.in;  
rahul.bahuleyan@indianbank.co.in;  
praveenkumar.s@indianbank.co.in;

**1.5 Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised



representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.

**2. OBLIGATIONS OF THE BIDDERS****2.1. 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 services, this contract, or the business or operations without the prior written consent of the Bank.

**2.2. Reporting obligations**

The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

**2.3. Documents prepared by the bidder for this purpose to be the property of the Bank**

All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

**3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.1. The Successful bidder(s) shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Successful bidder(s) in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2. The Successful bidder(s) shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

**4. PAYMENT TERMS**

Payment will be made as per the following terms.

- 1) 100% Payment will be made on submission of Invoice along with proof of delivery by Zonal office/Head office.





- 2) AMC charges for 4<sup>th</sup> year & 5<sup>th</sup> year will be made in advance every year for the actual number of modems in use on submission of invoices by Zonal office/Head office.

## **5. WARRANTY & AMC**

The comprehensive onsite warranty should be for a period of three years from the date of delivery. Comprehensive AMC has to be renewed for subsequent 2 years after warranty. During the warranty/AMC period, Bank shall send the faulty modems from its branch to the Zonal Office/Head Office for fault rectification. Zonal Office will present the modem to the bidder for rectification/replacement and return. The successful bidder should arrange to repair/replace the modem and send it to Zonal Office/Head office. If the modem is faulty due to any reason except physical damage, the modem should be repaired or replaced immediately and returned to the bank.

## **6. SLA**

If the successful bidder fails to get the modem repaired/replaced within one week from the date of receipt of faulty modem sent through courier by Zonal office/Head office, the Bank shall levy penalty at rate of Rs.1,000/- per week or part thereof after 7 days of receipt of faulty modem and will be recovered from the subsequent AMC payments.

## **7. LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Bank shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% of the price of the delayed Goods. If the supplier is not delivering the goods in time, the Purchaser may consider termination of contract.

## **8. PACKING**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

## **9. INDEMNITY CLAUSE**

If at the time of bidder/vendor supplying the Hardware and Support 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.



**10. TERMINATION FOR DEFAULT**

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

- a. If the Successful bidder(s) fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Successful bidder(s) fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder(s), 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 any thing 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.

**"unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

10.2 In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder(s) shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful bidder(s) shall continue performance of the Contract to the extent not terminated.

**11. FORCE MAJEURE**

11.1 The Successful bidder(s) 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.

11.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful bidder(s) and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

11.3 If a Force Majeure situation arises, the Successful bidder(s) shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder(s) 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.

11.4 Force Majeure event also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.

## **12. TERMINATION FOR CONVENIENCE**

12.1 The Purchaser, by 30 days written notice sent to the Successful bidder, 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 Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

12.2 The Modems that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

## **13. SETTLEMENT OF DISPUTES**

13.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) 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.

13.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) 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.

13.3 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.

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

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

- (a) In case of dispute or difference arising between the Bank and the Successful bidder(s) 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



Successful bidder(s); 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 appointment 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 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.

13.5 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 Successful bidder any monies due to the Successful bidder(s).
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

#### **14. LIMITATION OF LIABILITY**

Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

- b) IP Infringement indemnity
- c) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

#### **15. 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.





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

The Successful bidder(s) 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.

**17. INSURANCE**

The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit till the date of delivery. If insurance is not taken or the proof of insurance is not submitted while processing the payment, then 1% of value of order shall be deducted from the payment.

Since modems are held as stock at Zonal Office & Head Office, upon delivery, proprietorship is transferred to bank's name. Hence, Storage cum Erection insurance for the modems is not proposed.

**13. ACCEPTANCE OF PURCHASE ORDER/ RATE CONTRACT ORDER**

L1 bidder and other bidders who accepts to match the L1 price has to submit the acceptance of the rate contract within 7 days from the issue of Purchase order/Rate contract Order, duly signed by the authorized signatory.

**14. OTHER TERMS AND CONDITIONS**

- On placement of order (minimum quantity has to be 3 pairs in a single order), the modems should be delivered within two weeks from the date of order.
- The unit rate quoted by the bidder should include Free Replacement Warranty for modems for a period of 12 months.
- Bank reserves the right to accept or reject any/all quotation/s at its sole discretion without assigning any reason thereof.
- The rate fixed will be valid for a period of one year from the date of rate contract order issued. Bank reserves its rights to renew the rate contract for further one year period at mutually agreed terms.
- The bidder should furnish the addresses / phone numbers/ e-mail ids of their branches / service centers along with quote.
- Bank reserves the right to negotiate with the L1 bidder, under exceptional circumstances.
- The list of bidders who agree to match L1 rate for modems will be finalized.
- This RFQ is for finalizing rate contract. The price fixed for the items will be valid for one year.
- The modems as indicated for purchase from time to time for a period of one year from the date of Rate Contract order will be procured by Head Office/ Zonal Offices of the Bank for its respective branches. For this purpose, Head Office or concerned Zonal office, etc. of the Bank will place orders directly on the short listed vendor/s at the agreed prices of





Rate Contract. The respective offices will be responsible for making the payments for the goods supplied or services rendered.

- Head Office or concerned Zonal office will place order directly with the short listed vendor/s as and when requirement arises.



**SECTION V****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**

1. 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.



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 home-page 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.





**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](mailto: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 Technical Bid.
- 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**

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.

- 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 23/12/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Rate Contract for Supply of N\*64 Kbps leased line modems" and the words 'DO NOT OPEN BEFORE (23/12/2019 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.
- 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.





**SECTION VI****BID FORM, PRICE SCHEDULES AND OTHER FORMATS****Table of Contents**

<b>S.No</b>	<b>Particulars</b>	<b>Page No</b>
1	TECHNICAL BID	30
2	BIDDER PROFILE	32
3	SELF DECLARATION- BLACKLISTING	33
4	CLIENT REFERENCE FORMAT	34
5	BID SECURITY FORM	35
6	COMMERCIAL BID FORMAT	36
7	MANUFACTURER'S AUTHORIZATION FORM	38
8	FORMAT FOR PREBID QUERIES	39
9	PERFORMANCE SECURITY FORM	40
10	CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER	41



**1. TECHNICAL BID**

Date:

To

**Chief Manager,  
Expenditure Department, First Floor,  
Indian Bank Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, PIN 600 014.****Dear Sir,****Sub: Request for Quotation (RFQ) for Rate Contract for Supply of N\*64 Kbps leased line modems****Ref: RFP: CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019.**

Having examined the Bidding Documents including Addenda Nos. ....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply N\*64 Kbps leased line modems and submit our technical Bid as follows:

**SPECIFICATIONS****Make: .....****Model: .....**

<b>Sl.No.</b>	<b>Specifications of N*64 Kbps NON-MLLN Modem pairs</b>	<b>Complied or Not Complied</b>
1	N*64 Kbps modems to connect leased lines (In a pair, Branch-end will have V.35 interface and Exchange-end G.703 interface). The Modems should be configurable and support bandwidth from 64 Kbps to 2 Mbps.	
2	The G.703 modems should have interface to provide nx64 E1 connectivity.	
3	Modem should support transmission up to 6 kms distance from Telephone exchange to Branch under standard copper cable pairs (2 wire) supplied by BSNL/MTNL etc.	
4	The Modem with V.35 interface should support AC power source and Modem with G.703 (at Exchange-end) should support DC power source.	
5	The modems should have indications to show link, modem working status etc.	

- The bidder should submit valid TEC certificate for the modem quoted along with technical documents.
- The bidder should submit a pair of modems being quoted for testing purpose during bid submission. The modems will be returned back to the bidder on successful testing.





The bidder should provide Domestic value addition (in terms of Bill of Material (BOM)) in \_\_\_\_\_% to fall under Domestically manufactured Goods category as per guidelines issued by the Government through notification No. 8(78)/2010-IPHW dated 10-02-2012, and No. 33(3)/2013-IPHW dated 23rd December 2013 and subsequent amendments/ clarifications.

Necessary cables, connectors and manuals must be provided with modems.

**List of deviations from the required specifications:**

1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We agree to quote for the item \_\_\_\_\_ under Rate Contract.

We agree for the delivery period as per your above letter.

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

We offer a warranty period of 12 months for all the hardware from the date of delivery.

We agree for insuring the modems during transit till delivery at the destination.

We enclose the technical brochures for the model quoted.

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

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

We agree to terms and conditions of this tender.

**For**

Office Seal

**(Authorized Signatory)**

Place:

Name:

Date:

Designation:

Mobile No:

E-mail ID:

Business Address:



## 2. Bidder Profile

<b>General</b>			
Company Name			
Name of the CEO			
Name of the Principal Banker and address			
Holding Company or Parent Company (if any)			
If holding Company, the name of the Parent Company			
Company's address Head Office:			
Chennai Office:			
<b>Head Office</b> Phone, fax, E-Mail			
<b>Chennai Office</b> Phone, fax, E-Mail			
Please provide details of ownership: private/public; Holding company, If any.			
Top 3 shareholders			
No. of Years in NETWORKING business			
Name of the Contact person			
Phone / Mobile/ FAX			
<i>Financial Background (in Crores)</i>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Turnover			
Net Profit After TAX			
Total Assets			
Total Liabilities			
Netwoth			
Total number of POPs			



**3. SELF DECLARATION – BLACKLISTING**

**Ref.** RFP: CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019.

Date:

**To**

**The Assistant General Manager  
Indian Bank, Head Office,  
Information Technology Dept, 2<sup>nd</sup> Floor,  
66, Rajaji Salai,  
Chennai, PIN 600 001.**

Dear Sir,

**Sub:** Supply of N\*64 Kbps leased line modems under rate contract.

**Ref:** RFP: CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019.

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:**





**4.CLIENTS' REFERENCES**

The following information should be provided in the format below separately for each PROJECT for which the client legally contracted your Company (Please attach additional sheets wherever necessary).

Name of the client	
Total Value of the project given to the Company	
Contact person from the client side for reference purpose on details of this project	
Contact Phone Nos. of the Client	
Nature of the Project	
Duration of the project	
Details of the Network equipment used in the project Routers: Modems:	
Any other relevant details on the project	
Letter of Satisfaction	Copy of letter to be Enclosed



**5. BID SECURITY FORM**

Whereas .....(hereinafter called "the Bidder") who intends to submit its bid for ..... (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum 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 Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_.

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 any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the 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 should be on a Non-Judicial Stamp Paper of requisite value.





**6. COMMERCIAL BID FORMAT (To be submitted after Online Reverse Auction)****Ref. RFP: CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019.****TO****Date:****Chief Manager  
Indian Bank  
Corporate Office,  
Expenditure Department, First Floor  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai, PIN 600 014**

Dear Sir,

**Sub: Request for Quotation (RFQ) for Rate Contract for Supply of N\*64 Kbps leased line modems**

Ref: Bid Document No. RFP: CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019.

Further to the reverse auction dated \_\_\_\_\_, we, the undersigned, to offer quotation for Rate Contract for Supply of N\*64 Kbps leased line modems, and we submit our Commercial Bid with Break up details as follows:

**Price Schedule:****A. Cost of modems with three years warranty**

<b>Item Description</b> <b>Make:</b> <b>Model:</b>	<b>Qty (Nos.) (a)</b>	<b>Unit Price (Rs.) # (b)</b>
N*64 Kbps Modems	1 Pair	

# Price to include all duties, levies, insurance, delivery etc but exclusive of taxes.

**B. AMC charges for 4<sup>th</sup> year & 5<sup>th</sup> year**

<b>Item Description</b> <b>Make:</b> <b>Model:</b>	<b>Qty (Nos.) (a)</b>	<b>Time Period (in Year) (b)</b>	<b>Unit Price per year (Rs.) (c)</b>
N*64 Kbps Modems.	1 Pair	2	

# Exclusive of taxes.



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

**For**

Office Seal

**(Authorized Signatory)**

Place:

Name:

Date:

Designation:

Mobile No:

E-mail ID:

Business Address:





**7. MANUFACTURER'S AUTHORIZATION FORM**

Bid Ref No. CO/ITD/CNW/1273/R1/2019-20 dated 04/12/2019

Date:

To

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name & descriptions of goods offered) do hereby authorize M/s \_\_\_\_\_ (Name and address of bidder) to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty for the goods offered against this bid.

Yours faithfully,

(Name of the Official)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person.



**8. FORMAT FOR PRE-BID QUERIES**

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested





**9. PERFORMANCE SECURITY FORM**

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_ :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 201... to.....(Description of Goods and services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognised bank other than Indian Bank for the sum specified therein as security for compliance with the Vendor's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give on behalf of the Vendor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of .....  
..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Any such demand made by you shall be conclusive irrespective of any dispute or controversy between you and the Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

This guarantee is valid until the .....day of.....201.....

Signature and Seal of Guarantors

.....  
Date.....201.....  
Address:.....  
.....

**NOTE :**

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for a period of Sixty six months(with further one month claim period).
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)



**10.CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

<b>S. No.</b>	<b>Item Description</b> (Tick <b>Yes</b> if the item is attached, else <b>No</b> )	<b>Submitted</b>
1.	Signed Technical Bid Document with Addendas	Yes / No
2.	Proof of Authorised Signatory	Yes / No
3.	Proof of public / private limited company / registered partnership firm (Copy of Certificate of Incorporation)	Yes / No
4.	Proof of annual turnover in the last financial year should be more than Rs 1 Crore (Attested copy of annual turnover by authorised CA to be submitted)	
5.	Proof of positive net profit after taxes for last three financial years of the bidder(2016-17, 2017-18 & 2018-19) (Attested copy of positive net profit by authorised CA to be submitted)	Yes / No
6.	Proof for having supplied at least 100 pairs of modems of make being quoted in single order to Banks/Financial Institutions/Government Offices during the last three years (2016-17, 2017-18 & 2018-19).	Yes / No
7.	Self Declaration for Blacklisting	Yes / No
8.	Manufacturer's Authorization Form (MAF)	
9.	DD for Application Form	Yes / No
10.	BID Security Form (Bank Guarantee only)	Yes / No
11.	Vendor Profile Form	Yes / No
12.	Client Reference	Yes / No

**Note : Commercial Bid should not be attached with Part - I.**



