

Ref: CO/ITD/2316/R1/2019-20

17/02/2020



Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license required for deployment of eTDS and Power BI solution

Pre-Bid Meeting	24/02/2020 at 11:00 AM
Last Date for receipt of bids	09/03/2020 at 03:00 PM
Date and time of opening Technical bids	09/03/2020 at 03:30 PM

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





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SECTION-I

INVITATION FOR BIDS (IFB)

Indian Bank invites quotations for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution 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

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	CHEDOLE	
1)	Tender Reference Number and Date	RFP No. CO/ITD/2316/R1/2019-20 dated 17/02/2020
2)	Last date for seeking Pre-bid clarifications/ queries through email @ jayasankar.clbk@indianbank.co.in; krishna.prasad2@indianbank.co.in; Rakveer.Kaur@indianbank.co.in	21/02/2020 by 5:00 PM
3)	Pre Bid meeting	24/02/2020
3)	Pre blu meeting	at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	09/03/2020 at 03:00 PM
5)	Last Date, Time for submission of Bids in Online Mode and documents to be uploaded online by Bidders	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 IV. 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



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		claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	Rs.10,00,000/- (Rupees Ten lakhs only)
The state of the s		valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or foreign bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.10,000/- (Rupees Ten Thousand Only), 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	09/03/2020 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 https://indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: https://www.indianbank.in/tenders 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 24/02/2020. 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.10,000/- (Rupees Ten thousand only, non-refundable) by





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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.

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.

jayasankar.clbk@indianbank.co.in; krishna.prasad2@indianbank.co.in; Rakveer.Kaur@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/tenders and https://indianbankeprocure.etenders.in and informed vide mail to the bidders who have raised queries.

3. 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.





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- **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).
- i. The condition of prior turnover and prior experience may be relaxed for Startups (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).
- j. This RFP 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 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.

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

Cost of Bid Document Rs.10,000/- (Rupees Ten 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.10,00,000/- (Rupees Ten 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, whichever is earlier.
- 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.





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Both the demand draft towards cost of bid document and bank guarantee towards bid security have to be submitted offline on or before 09/03/2020, 03.00 PM to the address mentioned under schedule 5 of this tender.

5. PERFORMANCE SECURITY:

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 10% of the contract amount in the form of a Bank Guarantee valid for 63 months with further one month claim period, in the format provided in Annexure-V.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

6. 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.

7. FORMAT AND SIGNING OF BID

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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.

8. PROCEDURE FOR SUBMISSION OF QUOTATION

- 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.
- 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



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technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

- 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.
- 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.
- All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly superscribing the envelope with the reference number of this RFP, 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 09/03/2020). The Technical quotations will be opened at 15:30 Hrs on 09/03/2020.

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

9. 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.





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10. DOCUMENTS CONSTITUTING THE BID

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:

- i. that, the bidder has the financial and technical capability necessary to perform the contract;
- 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-IX)

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

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS

- a. 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.
- b. 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. A detailed description of essential technical and performance characteristics of the goods;





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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.

12.SCOPE OF THE PROJECT

The scope of the project includes Supply, installation and maintenance of hardware and required software licenses required for deployment of eTDS and PowerBI solution.

The detailed scope of work is mentioned below:

- Supply, Installation, configuration and maintenance of Hardware & Software supplied as part of this bid.
- Install and configure the VMware licenses provided as part of this bid.
- The servers have to be configured under existing VMware based clusters available with the Bank.
- Installation of disks in the IBM V7000 Storage, configuration of storage pools and activation of necessary licenses.
- The following documents have to be provided.
 - a) Implementation/Installation document
 - b) User manual/Operation manual
- Any other issues unforeseen now, but faced by the Bank during the contract period with respect to the supplied software subscription licenses should be sorted out by the vendor.
- The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier shall test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware with software at all installation sites based on the scope of work which will be shared during implementation. Data / electrical cabling will be done by the Bank. The Supplier has to provide the power cables required to install the systems being supplied. Similarly, the data cable for monitors and other accessories need to be supplied by the supplier.
- The Supplier has to provide reasonable assistance to the Bank for Bank's coordination with database provider and other application software provider for successful running of the applications after installation of the systems at installation sites

13.ELIGIBILITY CRITERIA

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





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- The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2019).
- The Bidder should be Net profit earning organization in each of the last three audited Financial years. (2016-17, 2017-18, 2018-19)
- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.
- The Annual turnover should be more than Rs. 10 crores for each of the last three audited Financial years. (2016-17, 2017-18, 2018-19)
- The Bidder should have supplied minimum of 5 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.
- The bidder should be an Authorized reseller of Microsoft, VMware, Redhat and Arcserve license.
- 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.

14.EVALUATION

- General evaluation
 - a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
 - b. Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ii. If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

- c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- Technical evaluation

The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree all the Other Terms and Conditions mentioned in the PART I.

Commercial evaluation

Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction





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Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.

15.NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 bidder.

16.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)

17.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

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.

2. 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. PROJECT MILESTONE AND TIME LINE

- 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.

5. WARRANTY/SOFTWARE ASSURANCE (SA)

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials 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 (except when the design and / or material is required by the Bank's Specifications) 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.
- This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. 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 Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.
- After completion of warranty period of three Years, AMC will be entered at mutually agreed rates, however Bank has the right to go into AMC agreement with other vendors.
- Microsoft MSSQL standard and Microsoft Windows Standard software licenses should have the Software Assurance of 4 Years (2 + 2 Years) from the original equipment manufacturer (OEM) from the date of delivery of software to the bank.



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6. MAINTENANCE AND SUPPORT

- On bank's request, the successful bidder has to provide necessary onsite support during the contract period within 48 hours of receiving request from the Bank.
- Software implementation and maintenance including 24*7*365 onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- 99% up time to be maintained, calculated on a 24*7 basis per quarter for all equipment supplied. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of complete solution. The same would be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards ATS/AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.
- Response with Level 1 diagnosis 2 hours (telephonic or onsite), Uptime 99
 uptime average on quarterly basis for the solution, Resolution Within 8 hours on Site.

7. INSURANCE

- The goods supplied 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. Any damage happen to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.

8. PLACE OF DELIVERY

Complete address will be provided in the Purchase Order.

9. PAYMENT TERMS

• On Delivery: Eighty (80) % of the price of the Systems (Hardware and 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, 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.





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• **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.

Subsequent AMC Payment

Subsequent SA Payment for Microsoft MSSQL standard and Microsoft Windows Datacenter software licenses for 2 years (3rd and 4th year) will be made at the beginning of 3rd year.

Subsequent ATS/AMC Payment for 2^{nd} , 3^{rd} , 4^{th} and 5^{th} year for VMware, Jboss, Arcserve software licenses will be made annually in advance.

Post warranty, AMC for the hardware supplied will be payable annually in advance viz. for 4^{th} and 5^{th} year (except storage).

Bank reserves the right to renew the SA/ATS for the software from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.

TDS will be deducted for the payment, if applicable.

10. 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 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

11. CHANGE ORDERS

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- 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;
- 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.



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12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 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.
- 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, it's 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.

13. 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 :

- a. 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;
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. 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

14. FORCE MAJEURE

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.





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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 capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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.

15. TERMINATION FOR CONVENIENCE

The Purchaser, by 90 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.

16. SETTLEMENT OF DISPUTES

- 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.
- 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.
- 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.





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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 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 Arbitrator appointed subsequently, 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, 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.
- 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.





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17. CONFIDENTIALITY

The Bidder/Supplier 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.

18. 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.

19. INDEMNITY CLAUSE

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

20. 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.

21. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of 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 gross 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.
- c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.





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22. 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 is to be submitted. 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.

23. 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 Supplier 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.

24. BANK'S RIGHT TO ACCEPT/REJECT QUOTE(S):

- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

25. GENERAL TERMS

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- 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.
- The bid should be valid for 90 days from the date of submission of bid.
- Three Years onsite warranty with 24/7 Support with 99% Uptime on quarterly basis for the hardware.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.





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- All the hardware supplied should be under back to back support from OEM,
 OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to provide onsite Annual Maintenance Cost in total for Two years after the completion of three years for proposed hardware procured against this tender.
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.
- Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- The laying of Fibre cables, rack cable dressing and labelling should be done neatly without any financial implications.
- Detailed documentation of installation and solution has to be provided after successful installation.
- All cables and accessories to implement connectivity between Server, San Switches, LAN Switches & Storage to be provided.
- Quarterly health check of the hardware supplied, to be carried out without fail by the Supplier.
- Performance issues to be solved by the supplier without any additional cost to the bank.

26. COST OF BIDDING

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.

27. 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.





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28. AUTHORIZATION LETTER FROM OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VIII. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.





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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/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 9. 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.

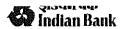
Please take care to scan documents so that total size of documents to be uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document. Utmost care may be taken to name the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





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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 09/03/2020,03.00 PM to the address mentioned under schedule 5 of this tender. The envelope shall be super scribed as "Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution" and the words 'DO NOT OPEN BEFORE (09/03/2020 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.





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SECTION IV

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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4	ANNEXURE II (SELF DECLARATION- BLACKLISTING)
5	ANNEXURE III (BID SECURITY FORM)
6	ANNEXURE IV (CONTRACT FORM)
7	ANNEXURE V (PERFORMANCE SECURITY FORM)
8	ANNEXURE VI (PROFORMA OF INSTALLATION CERTIFICATE)
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11	ANNEXURE IX (CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER)





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17/02/2020

PART - I

Date:

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution.

Ref: Your RFP No.CO/ITD/2316/R1/2019-20 dated 17/02/2020.

Referring to your above Request for Proposal (RFP), we submit the compliance details for Hardware and Software license required for deployment of eTDS and Power BI solution, as mentioned below:

TECHNICAL SPECIFICATION

1) Rack Servers - 2 Nos. (1 no. for Data Center, 1 no. for DR site)

Make:

Model:

Description Specification		Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold - 6152, 2.10 GHz, 30.25 MB cache, 22 Cores	
Core/Processor	22 cores per processor	
Processor Speed	2.10 GHz	
L3 Cache	30.25 MB	
No of CPU-Min	Machine to be supplied with 2 Processor (Total 44 Core)	
No of Sockets-Max	2	
Chipset	Sultable Intel C620 series or above	
DIMM Slots	24 or Higher	
Memory Configuration	The System has to be supplied with at least 768 GB RDIMM (operating @2400 MHz or higher) using 32 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 768 GB or higher	





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RAID Controller	RAID Controller Support RAID Level 1 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 supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare	
PCI Slot Compatibility	6 PCI-Express 3.0 Slots or Higher	
Network	2 nos. of 10 Gbps dual port Ethernet card (SFP+) with Trans-receiver and 25 m FCoE cables	
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	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches (with necessary cables)	
OS Supported	Microsoft Windows Server 2016 and above; Red Hat Enterprise Linux 7.0 and above; VMware vSphere (ESXI) 6.0 and above.	
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
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, SAN (fibre), etc. should be supplied	

2) V7000 Gen 3 Upgrade - 1 No at Data Center and 1 No at DR site

S No.	Specifications	Complied(Yes/No)
1.	V7000 Storage to be upgraded (Additional disk enclosure is not required) with Hybrid Pool (25 % SSD) of 8*1.92 TB SSD and 11*2.4 TB SAS and should have useable capacity of 25 TB configured in RAID 6 or equivalent.	
2.	Following software licenses should be supplied for storage capacity supplied: • IBM Spectrum Control Licenses. • Necessary Flash copy licenses. • Necessary licenses for Storage Virtualization. • Necessary licenses for Storage monitoring and management.	





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3) Software Bill of Material

S. No.	Software Name	License Requirement	Remarks	Complied(Yes/No)
1.	Windows Server 2019 Datacenter Edition (2 core pack) with 4 years SA	44	88 Cores	
2.	MS SQL Server 2014/2016 standard Edition or above (8 Core pack) with 4 years SA	1		
3.	Jboss EAP Premium with 5 years Support	16	Core based licensing	
4.	Jboss EAP Standard with 5 years Support	4	Core based licensing	
5.	VMware vCloud suite standard with 5 years ATS	4	Socket based Licenses	
6.	Backup Software - CA Arcserve UDP V5 Premium edition with 5 years ATS	4	Socket based Licenses	

• Consolidated Hardware Requirement

S. No.	Description	Site	Requirement
	Rack Servers (44 cores/768 GB RAM)	DC	1
1.		DR Site	1
	IBM V7000 storage upgradation	DC	25 TB
2.		DR Site	25 TB

• Consolidated Software License Requirement

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S. No.	Software Name	License Requirement	Remarks
1.	Windows Server 2019 Datacenter Edition (2 core pack) with 4 years SA	44	88 Cores
2.	MS SQL Server 2014/2016 standard Edition or above (8 Core pack) with 4 years SA	1	



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3.	Jboss EAP Premium with 5 years Support	16	Core based licensing
4.	Jboss EAP Standard with 5 years Support	4	Core based licensing
5.	VMware vCloud suite standard with 5 years ATS	4	Socket based Licenses
6.	Backup Software - CA Arcserve UDP V5 Premium edition with 5 years ATS	4	Socket based Licenses

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) 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.
- 3) 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
- 4) The laying of network cable, rack cable dressing and labeling in between server and patch panel (same rack) should be done neatly without any financial implications by the bidder.
- 5) Detailed documentation of installation and solution has to be provided after successful installation
- 6) VMware vCloud suite and MS Windows Server Operating System will be upgraded to latest compatible versions available during the entire contract period.
- 7) The bidder shall provide perpetual license for software to be supplied as part of RFP.
- 8) 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.

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.





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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

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:





Ref: CO/ITD/2316/R1/2019-20

17/02/2020

Date:

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

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution.

Ref: 1. Your RFP No. CO/ITD/2316/R1/2019-20 dated 17/02/2020. 2. Online reverse auction dated				
Further to online reverse auction conducted on, breakup details.	we	give	below	the

I. Hardware with three years warranty and 2 years AMC:

_	Item Description	Qty.	Unit Price with 3 years warranty (Rs.) (B)	Total Hardware Cost (Rs.) (C)	A	Total		
S. No.		(A)			4 th year AMC (D)	5 th Year AMC (E)	Total AMC (F)	Price (Rs.) G = C+F
1.	Rack Servers - (44 cores/ 768 GB RAM)	2						
2.	IBM V7000 Storage Upgradation (25 TB)*	2			NA	NA	NA	
	TOTAL							

 st Warranty & AMC will be co-terminus for the disk drives to be supplied for upgrading the storage.





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II. Software License with 5 years AMC/ATS:

					AM	IC/ATS C	Total				
S. N o.	Item Description	Qty. (A)	Unit Price in Rs. (B)	Total License Cost in Rs. (C)	1 st year cost per unit (D)	2 nd year cost per unit (E)	3 rd year cost per unit (F)	4 th year cost per unit (G)	5 th year cost per unit (H)	AMC/ ATS in Rs. I = A* (D+E+F+ G+H)	Total Price In Rs. J= (C+I)
1.	Windows Server 2019 Datacenter Edition (2 core pack) with 4 years SA								Níl		
2.	MS SQL Server 2014/2016 standard Edition or above (8 Core pack) with 4 years SA	1							Nil		
3.	Jboss EAP Premium with 5 years Support	16		-			- Allevania de la companya de la com				
4.	Jboss EAP Standard with 5 years Support	4									
5.	VMware vCloud suite standard with 5 years ATS	4					The state of the s				
6.	Backup Software - CA Arcserve UDP V5 Premium edition with 5 years ATS	4				1		and the state of t			
	TOTAL										

III. Summary

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

Total Cost for Hardware and Software Solution: Rs.



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T	otal R	up	ees in w	ore	is:		·						
#	Price	is	inclusive	of	all	duties,	levies,	freight,	insurance,	Warranty,	AMC	etc,	but

exclusive of all duties, levies, freight, insurance, Warranty, AMC 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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1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date:	

То

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

<u>Sub:</u> Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution.

Ref: CO/ITD/2316/R1:2019-20 dated 17/02/2020.

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.





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

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

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.

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



Email



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ANNEXURE-II

SELF DECLARATION - BLACKLISTING

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Hardware and Software license requirement for deployment of eTDS and Power BI solution.

Ref: Your RFP No. CO/ITD/2316/R1/2019-20 dated 17/02/2020.

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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ANNEXURE - III

BID	CE	~11	DTT	V E	:^I	384
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Whereas
KNOW ALL PEOPLE by these presents that We (name of bank) of country), having our registered office at
Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this day of
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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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:





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······································				
S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE	
TOTAL V	ALUE:			
DELIVER not excee	RY SCHEDULE: • Tota d ten (10) Weeks from	I time for Delivery and the date of Purchase C	d Installation f Order.	for hardware should
hardware	Software licenses are have been installed n and configuration.	e to be delivered wit at the respective sit	thin one (1) ces and are i	week after all the ready for software
IN WITN	ESS whereof the partie te with their respective I	s hereto have caused aws the day and year	this Agreemer first above wri	nt to be executed in tten.
said	ealed and Delivered by t	(For Indian I	Bank)	
said	ealed and Delivered by t	(For the Sup	plier)	





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ANNEXURE-V PERFORMANCE SECURITY FORM

Bank Guarantee No.	Date:
То:	
INDIAN BANK, CHENNAI, INDIA.	
hereinafter called "the Supplier") Noto	
furnish you with a Bank Guarantee by a security for compliance with the Supplie	by you in the said Contract that the Supplier shall recognized bank for the sum specified therein as r's performance obligations in accordance with Repairs of the entire system including cost of
AND WHEREAS we have agreed to give	e the Supplier a Guarantee:
behalf of the Supplier, up to a total of	are Guarantors and responsible to you, on
This guarantee is valid until theda	ay of2020
Signature of Autho	orised Official with Seal
Date	2020
Address:	
*********************	***************************************





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NOTE:

- 1. Supplier should ensure that 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.
- 3. Please note that guarantee to be valid for 63 months and claim period is One month as per Clause 5 (Performance Security) of condition of contract.





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ANNEXURE-VI

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER **COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT**

Date:

Sub: Certificate Of Completion Of Milestone For Delivery and Installation Of Hardware And Software Licenses Supplied.

	Ref: P	urchase (Order No.		
		ented su	ccessfully covering	delivery of all the	as detailed below has/have been ne deliverables for the phase (subject alled and commissioned.
		(a) (b) (c) (d) (e)	Description of the Deliverables in the Date of Initiation Date of commissi	e phase ne phase of Phase oning and provi	ng test
2.	Details o	f delivera	bles not yet supplie	ed and recoverie	es to be made on that account:
		<u>S.No</u> .	Description	Amount	to be recovered
3. bee	n trained		oving test has bee ontract terms	n done to our e	entire satisfaction and operators have
		The supp		contractual obli	gations satisfactorily for phase of
	or	The cur	anlier has falled to	fulfil ita contract	ual obligations with regard to the
	followir	,		iumi its contract	
		Name			
		Designa	ation with date and		
	*Evnlar		tes for filling up the	•	
	"EXPIGI	παισιγ ΝΟ	LES FOR THIRTING UP UIT	e certificates.	

- The Supplier has adhered to the time schedule specified for the phase in the (a) contract in despatching the documents pursuant to Technical Specifications.
- The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.





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





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ANNEXURE-VII NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of........2020 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 havin its registered office at hereinafter called the "BIDDER" 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 procurin computer systems and peripherals for its branches
M/sLimited has been engaged in the business of data migration
The parties have entered into agreement dated for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it anticipated that the parties may disclose or deliver to the other certain or some of it 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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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





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protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or terminationas 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

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.





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8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10, Dispute resolution mechanism

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

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

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law 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	****	******
BANK	****	



M/s



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<u> Annexure - VIII</u>

MANUFACTURERS' AUTHORIZATION FORM

No	Dated
То	
Dear Sir:	
Quote Document No	dated
manufacturers of having factories at (Na M/s (Na the contract with you for the (Invitation for Bid). We hereby extend our fu and services offered for supply b	who are established and reputable
support and Annual maintenance	obligations required by the Contract. Yours faithfully,
	(Name) (Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.





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ANNEXURE-IX CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S.	Criteria	Donuments to be a least to be
No.	Criteria	Documents are to be submitted along
1	The Bidder should be Limited Company	with bid
, r	and should be in existence in India for	1
	the last 3 years (as on 31.03.2019).	
2	The Bidder should be Net profit earning	issued by the Registrar of Companies.
	organization in each of the last three	Copy of audited Balance Sheet for last three
	audited Financial years. (2016-17, 2017-	financial years to be submitted i.e., 2016-
	18, 2018-19)	17,2017-18,2018-19
3	The Annual turnover should be more than	Copy of audited Balance Sheet for last three
	Rs. 10 crores for each of the last three	financial years to be submitted i.e., 2016-
	financial years. (2016-17, 2017-18,	17,2017-18,2018-19
	2018-19)	17,2017 10,2010-15
4	The Bidder should have supplied	Copy of Purchase Orders and reference contact
	minimum of 5 Intel processor based	details to be submitted
	servers of the make quoted in the bid to	a status to be subtineed
	Banks/ Financial Institutions/	
	Government Organizations in India in	
	each of the last three financial years.	
5	The bidder should be an Authorized	Copy of partnership certificate from OEM.
	reseller of Microsoft, VMware, Redhat and	
	Arcserve license.	
6	The Bidder should not have been	Self-Declaration as per Annexure-II should be
	blacklisted by any Government Dept /	attached for non-black listing.
	PSU / Banks currently	
7	The bidder should have service center in	The Postal Address of the service center along
	Chennai.	with proof of address should be provided with
		the bid.
8	Bid Form	Bid Form signed by the Authorized Official of
		the Bidder should be attached as per
		Annexure-I
9	DD for Application Form	Rs.10,000/- in the form of Demand Draft.
10	BID Security Form (Bank Guarantee	Bank Guarantee of Rs.10,00,000/- as per
	only)	Annexure III.
11	Copy of RFP & Clarifications and	To be sealed and signed by the Authorised
	amendments issued by the Bank	Official of the Bidder

