

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021



LIMITED RFP

Request for Proposal (RFP)

for

Supply, Installation and Maintenance of 250 PCs with Monitor

Last Date for receipt of bids	06/02/2021 at 04:00 PM
Date and time of opening Technical bids	06/02/2021 at 04:30 PM

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

Note: This is limited RFP and information regarding the same will be informed to the bidders finalized by the Bank.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SCHEDULE

1)	Tender Reference Number and Date	RFP No. Ref: CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021
2)	Last Date & Time for submission of Bids in Online Mode	06/02/2021 at 04:00 PM
3)	Documents to be submitted Online	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. g. Any other information sought by the Bank with relevant to this tender
4)	Date of opening of Technical (Part I) Bids (Online) & Conformity to Eligibility Criteria	06/02/2021 at 04:30 PM
5)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
6)	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. Antares Systems Limited through website https://www.tenderwizard.com/indianbank

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.

Note: The tender is not splitable. Only one bidder/SI will be awarded with contract.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SECTION-I

REQUEST FOR PROPOSAL (RFP)

- 1) Indian Bank invites quotations for Supply, Installation and Maintenance of 250 nos. of PCs with Monitor and other accessories (keyboard, mouse etc.) in its Branches.
- 2) This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, i.e. Technical Bid and Indicative Price Bid followed by an online reverse auction. Lowest Quoted (L1) price will be finalized through online reverse auction process.
- 3) Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction. However Bidder should be ready for the reverse auction on the next day from the date of intimation by Bank.
- 4) Interested bidders whose hardware items mentioned matches with the specifications herein may please submit their quotation as per the procedure outlined in the RFP.
- 5) Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, delivery, training, warranty, taxes etc. and conditions governing the repairs and maintenance during the warranty period, mentioned in this RFP.
- 6) Bidders should enroll/register before participating through website - <https://www.tenderwizard.com/indianbank>. 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 in this tender.
- 7) 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
- 8) 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
- 9) 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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor

- 10) Bank has the right to accept or reject any quotation/cancel the e-tender at any stage at its sole discretion without assigning any reason thereof.
- 11) 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, revision order no. P-45021/2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020

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

- 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.
- 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.
- 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.
- 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.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- 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 UdyogAadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- 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).
- 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).

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SECTION-II
INSTRUCTIONS TO BIDDERS

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) Amendment of bidding documents

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

3) 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.

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.

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

4) Financial Bid

- The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders.
- The calling for quote does not confer any right on the bidder for being awarded any purchase order.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SECTION III
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) Scope of the Project

Supply, installation and maintenance of 250 PCs with Monitor and other accessories. Accessories required if any during installation, operationalization, testing, commissioning of the supplied equipment will be arranged by the Bidder without any additional cost to the Bank.

3) TIME FRAME FOR COMPLETION OF PROJECT

Delivery: Delivery of the equipments within 7 working days from the date of purchase order and installation to be completed within three (03) working days from the date of delivery of the equipments or within 10 working days from purchase order.

Place of Delivery:

Sl No.	Zone	Quantity
1	ZONAL OFFICE AGRA	10
2	ZONAL OFFICE ALLAHABAD	10
3	ZONAL OFFICE AMRITSAR	7
4	ZONAL OFFICE BARASAT	10
5	ZONAL OFFICE BHAGALPUR	10

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

6	ZONAL OFFICE CHANDIGARH	5
7	ZONAL OFFICE CHINSURAH	10
8	ZONAL OFFICE DEHRADUN	10
9	ZONAL OFFICE DEOGHAR	10
10	ZONAL OFFICE DIBRUGARH	10
11	ZONAL OFFICE GAYA	7
12	ZONAL OFFICE GONDA	7
13	ZONAL OFFICE GORAKPUR	10
14	ZONAL OFFICE GUWAHATI	8
15	ZONAL OFFICE KANPUR	10
16	ZONAL OFFICE KARIM NAGAR	5
17	ZONAL OFFICE KARNAL	8
18	ZONAL OFFICE LAKHIMPUR KHERI	8
19	ZONAL OFFICE LUCKNOW	10
20	ZONAL OFFICE LUDHIANA	7
21	ZONAL OFFICE MIDNAPORE	10
22	ZONAL OFFICE MIRZAPUR	10
23	ZONAL OFFICE MUZAFFARPUR	5
24	ZONAL OFFICE RAIPUR	7
25	ZONAL OFFICE RANCHI	5
26	ZONAL OFFICE SAMBALPUR	10
27	ZONAL OFFICE SATNA	7
28	ZONAL OFFICE SILIGURI	7
29	ZONAL OFFICE SITAPUR	7
30	ZONAL OFFICE VARANASI	5
31	ZONAL OFFICE VISAKHAPATNAM	5
Total		250

(Complete address will be provided in the Purchase Order.)

However Bank reserves the right to change the location of the delivery, tabulated above, on or before awarding purchase order to selected bidder.

4) Warranty

The items installed including Monitor and accessories like Mouse, Keyboard etc. should be under a comprehensive onsite warranty for 36 months from the date of installation.

If any equipment supplied by the Bidder ceases to work during normal usage while in Warranty, the bidder has to replace the equipment at no cost to the Bank.

Cost of hardware, Warranty cost etc. will be paid by the respective Offices where delivery of the goods has been made through purchase order.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

5) Evaluation Criteria

• 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 Process. The bidder should have valid digital certificate to participate in the online reverse auction.

6) Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered in time, the Bank may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages. For

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of systems to a location.

7) 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

8) Delivery and Documents

Delivery of the goods shall be made by the Supplier within one week from the date of purchase order. Road permits will not be given / arranged by the Bank. The supplier has to make his own arrangements to deliver the items at the destinations.

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

- i. Copy of the Supplier Invoice showing contract number, goods, description, Quantity, unit price, total amount;
- ii. Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee duly counter signed by the Bank's Representative;
- iii. Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy;
- iv. Manufacturer's / Supplier's Warranty Certificate;
- v. Inspection Certificate issued by the Bank's Representative, if any.

9) Installation

For each component installed, the Supplier is required to train the Bank's designated personnel to enable them to operate effectively. Documentation of installation has to be provided after successful installation as per Annexure - VI.

10) Terms of Payment

(i) **On Delivery:** Eighty (80)% of the Purchase Order price of the delivered goods shall be paid within 30 days on submission of Invoice copy and proof of delivery duly counter signed by the Bank's representative, Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy.

(ii) **On Installation:** Twenty (20) % of the Purchase Order price of Goods received shall be paid upon installation/configuration of hardware within 30 days on

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

submission of Installation Certificate duly counter signed by the Bank's representative.

Payment may be released, if the systems could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i.e. (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the systems are delivered. In such cases, the supplier has to install the systems as and when required by the Bank, free of cost.

If Original/Copy of Transit Insurance Policy & Original of Storage cum erection policy is not submitted, payment will be made only after 3 months from the date of delivery, after deducting the penalty amount as stipulated in clause 11.

TDS will be deducted for the payment, if applicable.

11) **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. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.

If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.

12) **Penalty for downtime**

The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if nospares are required and on the next working day, if spares are required. In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of Rs.100/- per pay will be levied for each PC.

*** Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.**

13) **Negotiation**

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



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

14) Indemnity Clause

If at the time of bidder/vendor supplying, installing the Hardware/Software 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.

15) Patent Rights

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

16) Use of Contract Documents and Information

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.

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

17) 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.

18) Acceptance of Purchase Order

Vendor has to submit the acceptance of the purchase order within 1 day from the issue of Purchase order duly signed by the authorized signatory.

19) 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.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

20) **Performance Security:**

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security(As per Annexure-V) amount equivalent to 3% of the contract amount in the form of a Bank Guarantee valid for 39 months with further one year claim period.
- 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.
- Performance security shall be submitted centrally at CO:ITD.

21) **Jurisdiction**

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

22) **Termination for Convenience**

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank'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 Bank at the Contract terms and prices. For the remaining Goods, the Bank 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.

23) **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by 7 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;
- or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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.

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 Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder 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. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

25) Confidentiality

The 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.

26) 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.

27) Intellectual Property 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.

28) Signing of Contract Form and NDA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-IV) and Non-Disclosure Agreement (Annexure-VII) and return it to the Bank.

29) Right to alter quantities

The Bank may at its discretion,

- a. Increase the requirement up to 10% at the time of placing order with vendor and, Or
- b. Decrease the requirement up to 10% at the time of placing order with vendor.
- c. Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

30) Warranty Certificate from the Supplier

The supplier has to submit undertaking confirming the warranty of the supplied PCs as per the technical specification & warranty terms asked in the RFP.

31) Other terms and Conditions

- 1) Comprehensive Onsite support to be provided by vendor/OEM directly in the location of installation during Warranty period. All parts should be covered under Warranty.
- 2) Any other equipment, devices, software required to operationalize the equipment is to be provided without any financial implications.
- 3) If any malfunctioning of device like overheating, frequently hanging immediately after booting is observed, the vendor has to replace the equipment at their own cost.
- 4) The bidder should quote only one make and model for the item mentioned under each category. Make and Model of the items quoted should be furnished. The same quoted model needs to be supplied by the bidder throughout the contract period. Hence bidder to ensure that the quoted model would be available for the contract period. In case the quoted model is not available at the time of supply, bidder may supply model with higher configuration after obtaining permission from the Bank.
- 5) Vendor has to provide technical documents, brochure etc for the items quoted.
- 6) Vendor has to provide single point of support for the item quoted.
- 7) Along with the bid, the bidder has to provide their GSTN Number.
- 8) The calling for quote does not confer any right on the bidder for being awarded any rate contract order for Branches / Offices.
- 9) IPv6 compatibility: The equipments should be IPv6 compatible.

32) 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 Authorized 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 at any stage without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications for meeting the scope of the project.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

- All the hardware supplied should be under under three years comprehensive onsite warranty.
- 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 should be furnished.
- Supplier has to install and reinstall (if needed) all the hardware during the contract period without additional cost to the bank.
- Supplier has to provide technical documents, brochure etc. for all the items quoted.
- 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 period.
- The laying of cables, dressing and labelling should be done neatly without any financial implications.
- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.

33) **OTHER TERMS AND CONDITIONS**

The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

34) **Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier 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.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier 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.
- c. 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.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 Purchaser and a Supplier 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 Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association 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.
- (f) 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 supplier any monies due to the supplier.

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



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SECTION IV

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://www.tenderwizard.com/indianbank> 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.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 2. 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://www.tenderwizard.com/indianbank>) , 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) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) 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. Antares Systems Limited

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

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100
Support Email: gunaseelan.m@antaressystems.com



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Part I
- 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.

The bidder is requested to submit the original documents online on or before 06/02/2021, 04.00 PM

2.5. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/indianbank>), click on System Requirement Manual/ User Manual.

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



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

- 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.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

SECTION V

PART-I

TECHNICAL SPECIFICATIONS

Date:

To,
Assistant General Manager
Indian Bank
CO: Information Technology Department
254-260, AvvaiShanmugam Salai,
Royapettah
Chennai 600 014.

Dear Sir,

Sub: Supply, installation and maintenance of 250 PCs with Monitor.

Ref: Your RFP No.CO/ITD/PROC/2248/R1/2020-21dated 03/02/2021.

Referring to your above Request for Quote (RFP), we quote for the following items and submit the compliance details of the specifications for these items as given below:

Details	Specification	Complied/ Not Complied
Make	Please mention the make quoted	
Model	Please mention the model quoted	
CPU Make	Intel Core i5-10400 2.9 GHz or higher	
L3 Cache	9 MB Cache or above	
Bus Speed	8 GT/s or above	
Motherboard & Chipset Features	Intel original OR OEM Mother Board with Latest Generation Compatible Intel Chipset.	
RAM	8GB 2133 MHz DDR4 RAM or higher, expandable up to 16 GBOR more with minimum 2 DIMM slots.	
Hard Disk	1 TB HDD (7200 RPM) hard disk or higher capacity	
Monitor	21.5" or above TFT Monitor with TCO'06 certification Monitor and PC should be from same OEM.	
VGA	Integrated Graphics Card	
Keyboard	104 (or above) keys mechanical keyboard or OEM make keyboard with USB Interface.	
Mouse	Two Button Optical Scroll Mouse with USB Interface (Same make as OEM).	
Network Card	10/100/1000 Mbps Ethernet port on-board	
SMPS	200 watts or above. Should be capable to support fully	

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

Details	Specification	Complied/ Not Complied
	populated and configured PC. Power cables should be supplied to suit Indian Environment.	
PCI Slots	Minimum of 1 free PCI/PCIe Series Slots after populating all required adapter.	
Cabinet	SFF (7 to 13 Litres), Tower (13.1 to 26 Litres)	
Ports	1 serial, 1 VGA (All ports should be on board / Add on PCI Card). In case serial port is not available successful bidder has to provide USB to Serial Port Converter.	
	2 USB 3.0 ports and 4 USB 2.0 or more ports. At least 2 USB ports shall be in the front side of Cabinet.	
Operating System	Licenses Microsoft Windows 10 Professional 64-bit OS should to be factory installed. Recovery CD/DVD media to be supplied.	
Support	Hardware should be 64-bit	
IPV6 and IPV4	Should be IPV6 and IPV4 compatible	
Warranty	3 Years Onsite Comprehensive Warranty including PC and other peripherals/accessories supplied.	
Other Technical Requirements	Make and Model of the PC should be mentioned.	
	Chassis, Monitor, Keyboard and mouse to be of same colour. Vendor must furnish and affix genuine windows 10 logo on front side of CPU.	
	OS need to be installed by the successful bidder. All the other necessary software (Antivirus Software, OS Patches, DLP Agent, NAC Agent etc) which will be provided by bank also needs to be installed by the successful bidder.	
	OS needs to be installed by the successful bidder as per the requirement of the bank during warranty period without any additional financial cost.	
	Bit-locker should be enabled by default.	
	Wi-Fi and Bluetooth adapter, if available as built-in should be disabled at the time of installation.	

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)





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

We agree for the delivery period of systems and installation as per your above RFP.
We agree to the terms of payment mentioned in your RFP.

We offer a warranty period of 36 months for all the hardware and software from the date of installation/satisfactory commissioning.

We agree for insuring the systems covering transit risk and also storage cum erection risk for a period of three months from the date of delivery at the destination.

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

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:

Date:

Name:

Designation:

Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone No:





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

PART-II

COMMERCIAL BID (To be Submitted After Online Reverse Auction)

Date:

The Chief Manager,
CO: Information Technology Department,
Indian Bank,
Chennai

Dear Sir,

Sub: Supply, installation and maintenance of 250 PCs with Monitor.

Ref:Your RFP No.CO/ITD/PROC/2248/R1/2020-21dated 03/02/2021.

Referring to your above RFP for quotations, we submit hereunder confirming the price bid for PC with i5 Processor, as per the specifications given in Part-I.

Price of the PC with i5 Processor

(in Rs.)

Item Description	Quantity	Unit price (with 3 years warranty)	Total cost*(with 3 years warranty)
PC with i5 Processor& Monitor (including accessories) Make: Model:	250		

* Price is inclusive of duties, levies, freight, insurance, delivery, installation charges and Labour charges, Warranty of 3 yearsetc, but exclusive of taxes. 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 RFP.

Signature of the Vendor
(Authorized Signatory)

Company Seal
Date

Name:
Designation:
Mobile No:
e-mail id:
Company Name:
Business Address:



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

ANNEXURE -I
(Bid Form)

Date: _____

To

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

Sub: Request for Proposal (RFP) for Supply, installation and maintenance of 250 PCs with Monitor.

Ref:CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to.....
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

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 3% 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, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award/purchase order, 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.





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

Dated thisday of 2021

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

ANNEXURE-II
SELF DECLARATION – BLACKLISTING

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, installation and maintenance of 250 PCs with Monitor.

Ref: Your RFP no. CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021.

We hereby certify that, we have not been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions and not have been insolvent / bankrupt on the date.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

ANNEXURE - III

Bid Security Declaration

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

Dear Sir,

Sub:Request for Proposal (RFP) for Supply, installation and maintenance of 250 PCs with Monitor.

Ref: Your RFP no. CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021.

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

ANNEXURE-IV
CONTRACT FORM

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, AvvaiShanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP Ref:CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021 for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

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 Technical Specifications;
 - (c) the Conditions of Contract;
 - (d) the Purchaser's Notification of Award/Purchase Order.
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.





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

TOTAL VALUE:

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

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

**ANNEXURE-V
PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date:

To :
Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 AvvaiShanmugam Salai
Royapettah, Chennai- 600 014, India.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to supply, install and maintain (Description of Goods and Services) against Purchase Order/Notification of Award Ref. No.(hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier 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.

This guarantee is valid until theday of.....2021

Signature of Authorised Official with Seal

.....

Date.....2021

Address:.....

.....





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 39 months and claim period is One year as per Clause 20 (Performance Security) of condition of contract.





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 the items Supplied.

Ref: Purchase Order No.

1. This is to certify that the milestone _____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the phase _____
- (c) Deliverables in the phase _____
- (d) Date of Initiation of Phase _____
- (e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ____ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a) _____
 - (b) _____
- Signature _____

Name _____

Designation with date and stamp _____

***Explanatory notes for filling up the certificates:**

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

(b) 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.





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

(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.





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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

Annexure-VII
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2021 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, AvvaiShanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the "**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 procuring computer systems and peripherals for its branches

M/s..... Limited 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 of magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE 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.



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 and made a reasonable effort to obtain a

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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 termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

5. Title and Proprietary rights

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

6 .Return of confidential information

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

7. Remedies

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.

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

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

.....

M/s

.....



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

Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

Annexure - VIII

Warranty Undertaking Letter

Date:

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

Ref: Your RFP no. CO/ITD/PROC/2248/R1/2020-21 dated 03/02/2021.

Dear Sir,

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply against this RFP. We hereby confirm that all the equipments supplied including the accessories shall be under a comprehensive onsite warranty for a period of 3 years from the date of installation.

We undertake to provide assistance from OEM, if required.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref:CO/ITD/PROC/2248/R1/2020-21

Date: 03/02/2021

ANNEXURE-IX

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

Sr. No.	Criteria	Documents are to be submitted along with bid
1.	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently	Self-Declaration as per Annexure-II should be attached for non-black listing.
2.	Technical Compliance	Compliance to be given as per PART- I and brochure to be attached.
3.	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
4.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder
5.	Bid Form	As per Annexure-I
6.	Warranty Undertaking	As per Annexure-VIII
7.	Bid Security undertaking	As per Annexure-III
8.	Indicative Commercial Bid	To be given as per PART- II (Final Price Breakup shall be shared after online reverse auction).