



LIMITED RFP

Request for Proposal (RFP)

for

Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Date of RFP Publishing	21/04/2022
Pre-Bid Meeting	28/04/2022 at 11:00 AM
Last Date for receipt of bids	05/05/2022 at 03:00 PM
Date and time of opening technical bids	05/05/2022 at 03:30 PM

**INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI (TN) PIN- 600014**

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

1. SCHEDULE

RFP /Tender Reference Number and Date	CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022
Last date for seeking Pre-bid clarifications/ queries through email manish.vishwakarma@indianbank.co.in asis.sadhukhan@indianbank.co.in	27/04/2022 by 2:00 PM
Last Date & Time for submission of Bids in Online & Offline Mode	05/05/2022 at 03:00 PM Address for physical submission: <i>Chief Manager</i> <i>Indian Bank, Head Office</i> <i>Information Technology Department, Second Floor,</i> <i>66, Rajaji Salai,</i> <i>Chennai, Pin 600 001</i>
Documents to be submitted Online	<ol style="list-style-type: none"> 1. Eligibility Criteria, along with all supporting documents required. 2. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. 3. All supporting documents and product literature in support of technical specifications. 4. Relevant brochures 5. Compliance to Technical Specifications. 6. Any other information sought by the Bank with relevant to this tender
Documents to be submitted physically by Bidders (Offline Mode)	DD towards Cost of bid document (Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. Technology Management Department-II IFSC Code: IDIB000H003 Branch: Harbour Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption.
RFP Cost	Non-refundable Rs. 5,000/- (Rupees Five Thousand Only), in the form of DD favoring "Indian Bank". (Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK, H.O. Technology Management Department-II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/Online for e-transfer)

Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	05/05/2022 at 03:30 PM <i>Chief Manager Indian Bank, Head Office Information Technology Department, Second Floor, 66, Rajaji Salai, Chennai, Pin 600 001</i>
Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
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
RFP information availability	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.
Note	The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP. The tender is not splittable. Only one bidder will be awarded with contract.

<u>SECTION-I</u>	
2.1	Request for Proposal (RFP)
	<p>Indian Bank invites quotations for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges through online tendering mode.</p> <p>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.</p> <p>Bank will follow two bidding system.</p> <p>Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enroll/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website.</p> <p>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.</p> <p>Interested eligible bidders may submit their quotation for providing Telepresence Video Conferencing Solution, as specified in Part-I as per the following procedure:</p> <ol style="list-style-type: none"> 1. Bidders should enrol/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. 2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction. 3. Part II – Commercial will be called through Online Reverse Auction Process. 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. 4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor. 5. 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. 6. 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).
2.2	Make in India
	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, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. . P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020, clarification dated 04.03.2021 and all other notices and clarification related to Make in India Guideline.
2.3	Benefits To Micro And Small Enterprises (MSEs) as per the Guidelines of Public Procurement Policy issued by Government of India
	<ul style="list-style-type: none"> 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 Udyog Aadhar 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).
2.4	Restriction Of Bidders From Countries Sharing Land Borders With India
	As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country;
or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country;
or
- d) An entity whose beneficial owner is situated in such a country;
or
- e) An Indian (or other) agent of such an entity;
or
- f) A natural person who is a citizen of such a country;
or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

	<p>juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.</p> <p>v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.</p>
2.5	Important Notes
	<p>The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.</p> <p>(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.</p> <p>(iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.</p> <p>(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.</p> <p>After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.</p>

SECTION-II - INSTRUCTIONS TO BIDDERS	
3.1	Introduction
	<p>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.</p>
3.2	Pre-Bid Meeting
	<p>A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on 28/04/2022 at 11:00 AM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting. The purpose of the meeting will be to clarify the doubts raised by the probable bidders. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before 27/04/2022 by 02.00PM:</p> <p style="text-align: center;">manish.vishwakarma@indianbank.co.in asis.sadhukhan@indianbank.co.in</p> <p>Indian Bank, Head Office, Information Technology Department, 2nd Floor , 66, Rajaji Salai, , Chennai- 600 001</p> <p>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/online mode apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.</p> <p>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 websites: https://www.indianbank.in and https://www.tenderwizard.com/indianbank and informed vide mail to the bidders who have raised queries.</p>
3.3	Amendment of bidding documents
	<ol style="list-style-type: none"> 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.
3.4	Technical Bid
	<p>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.</p> <p>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.</p> <p>Any bid document not accompanied by the above will be rejected.</p>

3.5	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.
3.6	Bid Fee
	Bidder should submit a DD/Online Transfer for Rs.5,000/- along with part I towards cost of the Bid. The bids of those Bidders who have submitted the DD will be considered for evaluation. Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption for Cost of Bid document.

SECTION III - CONDITIONS OF CONTRACT	
4.1.	Definitions
	<p>In this contract, the following terms shall be interpreted as indicated:</p> <p>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;</p> <p>B. "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;</p> <p>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;</p> <p>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;</p> <p>E. "The Purchaser" means Indian Bank.</p> <p>F. "The Supplier" means the company supplying the Goods and Services under this Contract.</p> <p>G. "The Project Site", where applicable, means the place of delivery of equipment's.</p>
4.2.	Use of Contract Documents and Information
	<p>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.</p> <p>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</p>
4.3.	Scope of the Project
	Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.
4.4.	Scope of Work
	<p>A. The successful Bidder shall supply, install, commission, and maintain Touch Interactive Smart Displays including provision of all necessary hardware and relevant spares at Staff Training Colleges.</p> <p>B. It will be the responsibility of the Bidder to perform all checks for trouble-free operation of the equipment.</p> <p>C. Training the Bank personnel at all the supplied locations on the operations of the equipment and about the troubleshooting methods.</p> <p>D. The bidder shall have to specify the make and model along with the submission of their datasheets of the equipment being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP.</p>

	<p>E. Successful bidder must submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.</p> <p>F. Successful bidder shall inform Bank about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. All product updates, upgrades, patches, and their implementation shall be provided by the bidder free of cost during entire duration of the contract.</p> <p>G. 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.</p> <p>H. Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and provide the necessary assistance during the periodical IS Audits / others Audits /VAPT carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.</p> <p>I. It will be the responsibility of the successful bidder to affix the Asset tags on each equipment being supplied to Bank and share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the equipment would be mutually decided by the Bank and the successful bidder.</p> <p>J. The proposed equipments should be maintained by the successful bidder under Warranty for a period of 3 Years and AMC of 2 Years after completion of warranty period. After completion of 5 years AMC for the proposed equipment may be renewed with vendor at mutually agreed rates.</p> <p>K. Power cable to suit Indian environment.</p> <p>L. Security of the System/Solution: Being a financial institution, Bank expects that the solutions proposed facilitate necessary security checks and validation processes for ensuring full proof access to the systems. These security measures should be an integral part of the product.</p> <p>M. Bidder should do preventive maintenance minimum once in each quarter.</p> <p>N. Bidder has to provide onsite support for hardware/ software/ third party tools at no additional cost to the bank during the warranty/ AMC/ ATS period. Bidder has to ensure that services under warranty, AMC, ATS should be provided on comprehensive onsite basis only.</p> <p>O. The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.</p>
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4.5.	Eligibility Criteria
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	<ol style="list-style-type: none"> Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account. Bidder should have been in the concerned line of business at least for the last 3 years as on 31.03.2022. Bidder/ OEM should have full-fledged service set up in India along with the after sales service & support facility at proposed delivery locations.
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	<ol style="list-style-type: none"> 4. Bidder should be authorized partner of OEM for supply and support of the Touch Interactive Smart Displays in India. 5. The bidder should have supplied at least 50 quantities of the hardware offered or similar class/ model to any Scheduled Commercial Bank (of at least 1000 branches) / PSU / Financial Institution / Govt. Departments / Training establishments during last three years put together. 6. The Bidder should be a profit-making company and should have earned Net profit in at least one out of three preceding Financial Years (2018-19, 2019-20, 2020-21) as per the audited Financial Statements. 7. The average annual turnover of the bidder should be more than Rs. 1 Crore during last three financial years. (2018-19, 2019-20,2020-21). 8. Bidder shall have carried out installation of similar nature in Banks / Financial Institutions / Government Organizations/ Leading Corporates/ Training establishments in India. 9. The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission. 10. The solution quoted by the bidder should be as per Technical Compliance mentioned in RFP. 11. The solution quoted by the bidder should be with 3 Year warranty from OEM. 12. The Bidder should provide the escalation matrix for call logging, on their letter head.
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4.6. Delivery Schedule & Deliverables from the Bidders

	<p>All Touch Interactive Smart Displays units should be delivered within Four (04) Weeks from the date of Purchase order and installation to be completed within One(01) week from the date of delivery or delivery and installation both should be completed within Five (05) Weeks from the date of purchase order.</p> <p>Location wise proposed quantity of Smart Displays units to be purchased are as under:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S.No.</th> <th>Location</th> <th>No. of Display units to be supplied</th> </tr> </thead> <tbody> <tr><td>1.</td><td>Kolkata</td><td>01</td></tr> <tr><td>2.</td><td>Lucknow</td><td>01</td></tr> <tr><td>3.</td><td>Panchkula</td><td>01</td></tr> <tr><td>4.</td><td>Patna</td><td>01</td></tr> <tr><td>5.</td><td>Vijayawada</td><td>01</td></tr> <tr><td>6.</td><td>Trichy</td><td>01</td></tr> <tr><td>7.</td><td>Mumbai</td><td>01</td></tr> <tr><td>8.</td><td>Bengaluru</td><td>01</td></tr> <tr><td>9.</td><td>Noida</td><td>01</td></tr> <tr> <td colspan="2">Total</td> <td>09</td> </tr> </tbody> </table>	S.No.	Location	No. of Display units to be supplied	1.	Kolkata	01	2.	Lucknow	01	3.	Panchkula	01	4.	Patna	01	5.	Vijayawada	01	6.	Trichy	01	7.	Mumbai	01	8.	Bengaluru	01	9.	Noida	01	Total		09
S.No.	Location	No. of Display units to be supplied																																
1.	Kolkata	01																																
2.	Lucknow	01																																
3.	Panchkula	01																																
4.	Patna	01																																
5.	Vijayawada	01																																
6.	Trichy	01																																
7.	Mumbai	01																																
8.	Bengaluru	01																																
9.	Noida	01																																
Total		09																																

4.7. Period of Validity of Bids

	<p>Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.</p>
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4.8. Evaluation Criteria

	<p>1. General Evaluation:</p> <ol style="list-style-type: none"> 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.
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	<p>b. Arithmetical errors will be rectified on the following basis:</p> <ol style="list-style-type: none"> 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. <p>If the Supplier does not accept the correction of the errors, its quote will be rejected.</p> <p>c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.</p> <p>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.</p> <p>2. 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.</p> <p>3. 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, 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.</p>
4.9.	Payment Terms
	<p>1. On Delivery: Eighty (80) % of the price of the goods delivered will be paid within 30 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 (In case of comprehensive transit insurance policy, the vendor shall submit the proof from insurer against the goods supplied under the contract) along with Performance Bank Guarantee of 3% of contract value valid till the end of Warranty Period + AMC period + 90 Days + one year claim period.</p> <p>2. On Installation/Commissioning and Acceptance: Twenty (20) % of the invoice price will be paid within 30 days on submission of Installation/commissioning/acceptance Certificate by the supplier, duly counter-signed by the Bank's Representative.</p> <p>3. AMC payments: Payable yearly in advance on submission of claim/invoice by the vendor along with Preventive Maintenance report of the previous year.</p> <p>4. Note: TDS will be deducted for the payment, if applicable. Bank reserves the right to renew the AMC for the supplied goods from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.</p>
4.10.	Warranty/Annual Maintenance Contract (AMC)
	<p>A. 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.</p> <p>B. 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 Purchaser's Specifications) or from any act or omission of the Supplier, that may develop</p>

	<p>under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>C. This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment, whichever periods concludes later, at promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>D. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.</p> <p>E. If the Supplier, having been notified, fails to remedy the defect(s) within 15 working days' period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>F. All the parts of items should be covered under comprehensive warranty & AMC without any exception.</p> <p>G. 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.</p>
4.11. SLA for Maintenance and Support	
	<ol style="list-style-type: none"> 1. Breakdown maintenance of equipment: Whenever the fault in the systems is reported, the successful bidder will arrange to rectify within 08 hours of receipt of complaint and if replacement is required, it should be made operational within 24 hours of inspection of fault by replacing/providing standby unit. If the equipment is not made operational within 24 hours, 1% of the cost of the faulty equipment will be treated as the penalty amount for every 24 hours. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Office hours for attending to the issues is 10 AM to 7 PM. 2. If the uptime of any or all equipment goes below 90% on a quarterly basis, Bank shall have right to cancel the contract and forfeit the Performance Guarantee. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Penalty Amount would be deducted from the AMC/ATS charges payable during the contract period or any subsequent payment due.
4.12. Insurance	
	<p>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.</p> <p>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 happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.</p> <p>In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.</p> <p>If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.</p>

4.13.	Place of Delivery
	Delivery Locations are Kolkata, Lucknow, Panchkula, Patna, Vijayawada, Trichy, Mumbai, Bengaluru, Noida. Complete address will be provided in the Purchase Order.
4.14.	Delays in The Supplier's Performance
	<p>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.</p> <p>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.</p>
4.15.	Jurisdiction
	Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.
4.16.	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% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.
4.17.	Bank's right to accept/reject quote(s)
	<ol style="list-style-type: none"> 1. Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore. 2. Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.
4.18.	Performance Security
	<ol style="list-style-type: none"> 1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract value in the form of a Bank Guarantee valid for 63 months with further One Year claim period. 2. 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. <p>The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.</p>
4.19.	Negotiation
	The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.
4.20.	Limitation of Liability
	<p>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</p> <ol style="list-style-type: none"> 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

	<p>purchase order placed by bank on the Supplier that gave rise to claim, under this tender.</p> <p>C. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>
4.21.	Indemnity Clause
	<p>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.</p>
4.22.	Disclaimer
	<p>The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.</p>
4.23.	Patent Rights
	<p>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.</p>
4.24.	It Act 2000
	<p>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.</p>
4.25.	Intellectual Property Rights
	<p>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.</p>
4.26.	Acceptance of Purchase Order
	<p>Acceptance within 07 days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order.</p>
4.27.	Signing of Contract Form and NDA and Submission of Performance Security
	<p>Within fifteen (15) days of Purchase Order, the successful bidder shall submit the Performance Security, sign the Contract Form (Annexure IV) & Non-Disclosure Agreement (Annexure VIII) and return it to the Bank.</p>
4.28.	Settlement of Disputes
	<p>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.</p> <p>B. If after 30 days the parties have failed to resolve their disputes or difference from the date of arise 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</p>

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

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

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.

(a) 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.

(b) 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.

(c) 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. 100.00 Lakhs 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.

4.29.	Right to Alter Quantities
	<p>The Bank may at its discretion,</p> <p>a. Increase the requirement up to 10% at the time of placing order with vendor and,</p> <p style="text-align: center;">Or</p> <p>b. Decrease the requirement up to 10% at the time of placing order with vendor.</p> <p>c. Repeat order can be placed within 1 year from the date of last supply date of original purchase</p> <p>order subject to no downward trend in prices and the cumulative repeat order quantity should be as per the prevailing guidelines of Govt. of India (e.g. GFR, GeM). Presently it is 25% of original ordered quantity.</p>
4.30.	Authorization Letter from OEM
	The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure IX. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.
4.31.	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.
4.32.	Applicable Law
	Laws of India and any other guidelines having the force of law in India will be applicable.
4.33.	Termination for Convenience
	<p>The Purchaser, by 30 Days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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:</p> <ul style="list-style-type: none"> • to have any portion completed and delivered at the Contract terms and prices; and / or • 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.
4.34.	Termination for Default
	<p>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:</p> <p>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;</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>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.</p>

	<p>For the purpose of this clause:</p> <p>“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</p> <p>“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.</p>
4.35.	Force Majeure
	<p>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.</p> <p>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.</p> <p>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 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.</p>
4.36.	Confidentiality
	<p>The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.</p> <p>The supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank’s business information, legacy applications and data.</p>
4.37.	General Terms
	<p>A. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.</p> <p>B. 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</p> <p>C. 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.</p> <p>D. The bid should be valid for 90 days from the date of submission of bid.</p>

	<p>E. 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.</p> <p>F. 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.</p> <p>G. Call logging facility to be made available on 24*7 basis</p> <p>H. Make and Model of the quoted products should be furnished.</p> <p>I. Part numbers for Hardware should be furnished.</p> <p>J. Supplier has to provide onsite Annual Maintenance in total for two years after the completion of three years warranty for proposed hardware procured against this tender.</p> <p>K. Supplier has to install and reinstall (if needed) all the hardware during the contract period without additional cost to the bank.</p> <p>L. Supplier has to provide technical documents, brochure etc. for all the items quoted.</p>
4.38.	Other Terms and Conditions
	<p>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.</p>

SECTION IV - INSTRUCTIONS TO BIDDERS FOR E-TENDERING	
5.1	General Instructions
	These Instructions for e-Tendering supplement other terms and conditions of this tender.
5.2	Rules for Web Portal Access :Instructions
	<ol style="list-style-type: none"> 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. 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 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 3.00PM. 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.
5.3	Registration
	<p>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</p> <ol style="list-style-type: none"> a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal

	<p>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.</p> <p>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.</p> <p>Note: Please contact M/s. Antares Systems Limited’s support desk (as given below), to get your registration accepted/activated and for further clarifications.</p> <p style="text-align: center;"><u>Support Desk Contact Details</u> M/s. Antares Systems Limited #24, Sudha Complex, 3rd Stage, 4th Block Basaveshwara nagar, Bangalore – 560 079. Support Contact No. 080-40482100 Support Email: gunaseelan.m@antaressystems.com</p>
5.4 Submission Of Bids Through E-Tendering Portal	
	<p>The Bid documents, to be uploaded as part of online bid submission, are as follows:</p> <p>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</p> <p>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.</p> <p>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.</p>
5.5 Bid Related Information	
	<p>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</p>

	<p>at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.</p> <p>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.</p>
5.6	Offline Submissions
	<p>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.</p> <p>a) DD towards Cost of bid document</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with declaration as per Annexure X for claiming exemption for Cost of Bid document.</p> <p>The bidder is requested to submit the original documents in a Sealed Envelope on or before 05/05/2022, 03.00 PM to the address mentioned under schedule of this tender. The envelope shall be super scribed as "Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges." and the words 'DO NOT OPEN BEFORE (05/05/2022 at 03.30 PM)'.</p>
5.7	Other Instructions
	<p>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.</p> <p>The following 'Four Key Instructions' for BIDDERS must be assiduously adhered to –</p> <p>a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.</p> <p>b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal</p> <p>c. Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal</p> <p>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).</p> <p>Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is always relevant.</p>

SECTION V

PART-I - Technical Specifications

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 Touch Interactive Smart Displays for Staff Training Colleges.

Ref: CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

Referring to your above Request for Proposal (RFP), we submit the compliance details for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges, as mentioned below:

TECHNICAL SPECIFICATION

Sr. No.	Criteria	Technical & Functional Specification	Compliance (Yes/No)
A	PANEL		
1.	Screen Type	LED with super bright backlit display, Commercial A+ Grade Panel	
2.	Diagonal Size	65 Inches	
3.	Resolution	4K UHD 3840 X 2160	
4.	Brightness	350 Nits cd/m2 or above	
5.	Contrast Ratio	1000:1 or above	
6.	Viewing Angle	178/178	
7.	Sensing Type	Infrared 10 points or higher	
8.	Touch Response Time	<4ms (typ)	
9.	Response Area	>0.4mm	
10.	Surface Protection	Toughened Glass, Anti-Glare/Fingerprint	
11.	Audio Power Amplifier	Built in Speaker 20Wx2	
12.	External Control	RS232C(in), RJ45	
13.	Power Requirement	100V-240V AC 50/60HZ	
14.	Power Consumption	≤0.5W (standby), 300W (max)	
15.	Touch Tool	Finger, Passive infra-red pen	
16.	Soft Pens	Minimum Qty 2 or higher	

17.	White Board Feature	Embedded writing application (White Board feature) with multi drawing feature	
18.	On Board OS	Minimum Android 8	
19.	Processor	ARM 1.8 GHZ Quad Core CPU and GPU Mali 450	
20.	RAM	3 GB RAM or higher	
21.		Flash Drive: 16 GB or higher	
22.	Warranty	3 Years and AMC 2 Years	
23.	Connectivity	Wi-Fi 2.4Ghz and 5.0 Ghz, Ethernet, USB 2.0 X 2, HDMI 2.0 X 2,	
24.	Others	Support for Hardware & Software, Delivery, Installation.	
B	Open Pluggable Computing Module Specification (OPS)		
1.	Processor	Intel i5 10th Gen or higher	
2.	Networking	10/100/1000M Adaptation	
3.	Memory	8 GB DDR4 Upgradable to 32 GB	
4.	Hard Drive	120 GB SSD & 1 TB SATA	
5.	Connectivity	Bluetooth 4.0, Wi-Fi 2.4Ghz and 5.0 Ghz, Ethernet, USB 2.0 X 2, HDMI 2.0 X 2, S-Video, VGA, Audio Stereo Mini Jack	
6.	Pre-loaded OS	Windows 10 Pro Operating System upgradable to Windows 11	

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 to terms and conditions of this tender.

For

(Authorized Signatory)

Office Seal

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/151/R1/2022-23

Dated :21/04/2022

SECTION V

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

Date:

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 Touch Interactive Smart Displays for Staff Training Colleges.

Ref: CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

Further to online reverse auction conducted on _____, we give below the breakup details.

Hardware, Software & Services with Three Years warranty and Two Year AMC:

Make:

Model:

Sr. No.	Item Description	Qty.	Unit Price with 3 years warranty (Rs.)	Total Cost (Rs.)	4 th Year AMC Price (Rs.)	5 th Year AMC Price (Rs.)	Total AMC Price (Rs.)#	Total Price with 3 year warranty & 2 year AMC (Rs.)#
			(A)	(B)	C=A*B	(D)	(E)	F=D+E
1.	Touch Interactive Smart Display							
TOTAL								

Total Rupees in words: _____

Price is inclusive 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:





CO: Information Technology Department,
Indian Bank, Corporate Office, 254-260,
Avvai Shanmugam Salai, Chennai -
600014.

Ref: CO/ITD/PROC/151/R1/2022-23

Dated :21/04/2022

Company Name:
Business Address:
Telephone No:



Annexure I

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

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

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

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 10% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

Until a formal contract is prepared and executed, this bid, together with your notification 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.

Dated thisday of 2022



CO: Information Technology Department,
Indian Bank, Corporate Office, 254-260,
Avvai Shanmugam Salai, Chennai -
600014.

Ref: CO/ITD/PROC/151/R1/2022-23

Dated :21/04/2022

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Annexure II

Self Declaration – Blacklisting

Date: _____

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: Your RFP no. CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

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:

Annexure III

Bid Security Declaration

Date: _____

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: Your RFP no. CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

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:

Annexure IV

Contract Form

(To Be Executed on Non-Judicial Stamp Paper of Requisite Value)

THIS AGREEMENT made theday of.....2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam 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 Ref: CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022 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 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:

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



CO: Information Technology Department,
Indian Bank, Corporate Office, 254-260,
Avvai Shanmugam Salai, Chennai -
600014.

Ref: CO/ITD/PROC/151/R1/2022-23

Dated :21/04/2022

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TOTAL VALUE:

DELIVERY SCHEDULE: The Software licenses are to be delivered within two (2) weeks from the date of Purchase Order.

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/151/R1/2022-23

Dated :21/04/2022

Annexure V

Performance Security Form

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to supply and maintain (Description of Goods and Services) (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.....2022

Signature of Authorised Official with Seal

.....

Date.....2022

Address:.....

.....

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 with further One year claim period month as per Clause 18 (Performance Security) of condition of contract



Annexure VI

Performa of Installation Certificate for Issue by The Bank after completion of Implementation of each phase of the Project

Date:

Sub: Certificate of Completion of Milestone for Delivery and Installation of Hardware and Software Licenses 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.

Annexure VII

Service Level Agreement (SLA)

THIS AGREEMENT made theday of.....,2022 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s, ("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS the Bank invited bids vide RFP.No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

1.	Scope of the Project
	Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.
2.	Scope of Work
	<p>A. The successful Bidder shall supply, install, commission, and maintain Touch Interactive Smart Displays including provision of all necessary hardware and relevant spares at Staff Training Colleges.</p> <p>B. It will be the responsibility of the Bidder to perform all checks for trouble-free operation of the equipment.</p> <p>C. Training the Bank personnel at all the supplied locations on the operations of the equipment and about the troubleshooting methods.</p> <p>D. The bidder shall have to specify the make and model along with the submission of their datasheets of the equipment being proposed in the bid document. The bidder shall be required to make presentation to the Bank for the proposed equipment explaining the technical specification compliance as specified in the RFP.</p> <p>E. Successful bidder must submit escalation matrix and share with the Bank the updated/revised escalation matrix as and when there is any change in the said document.</p> <p>F. Successful bidder shall inform Bank about all releases /version change of patches/ upgrades/updates of hardware/software/OS/middleware etc. as and when released by the OEM. All product updates, upgrades, patches,</p>

	<p>and their implementation shall be provided by the bidder free of cost during entire duration of the contract.</p> <p>G. 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.</p> <p>H. Successful bidder is responsible to implement the Bank's network & security policies, which may change from time to time and provide the necessary assistance during the periodical IS Audits / others Audits /VAPT carried out by the Bank/ it's appointed auditors/ consultants. Successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank within a month or immediately as per Bank's requirement. Coordinating with Bank's internal / External Audit Teams for Audits and taking necessary steps for compliance.</p> <p>I. It will be the responsibility of the successful bidder to affix the Asset tags on each equipment being supplied to Bank and share the details with the Bank team. The Asset Tags so printed by the successful bidder must have the company's logo of the vendor along with other details like call logging no., mail id etc.. The asset tag details for the equipment would be mutually decided by the Bank and the successful bidder.</p> <p>J. The proposed equipments should be maintained by the successful bidder under Warranty for a period of 3 Years and AMC of 2 Years after completion of warranty period. After completion of 5 years AMC for the proposed equipment may be renewed with vendor at mutually agreed rates.</p> <p>K. Power cable to suit Indian environment.</p> <p>L. Security of the System/Solution: Being a financial institution, Bank expects that the solutions proposed facilitate necessary security checks and validation processes for ensuring full proof access to the systems. These security measures should be an integral part of the product.</p> <p>M. Bidder should do preventive maintenance minimum once in each quarter.</p> <p>N. Bidder has to provide onsite support for hardware/ software/ third party tools at no additional cost to the bank during the warranty/ AMC/ ATS period. Bidder has to ensure that services under warranty, AMC, ATS should be provided on comprehensive onsite basis only.</p> <p>O. The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.</p>
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3. Eligibility Criteria

	<ol style="list-style-type: none"> 1. Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account. 2. Bidder should have been in the concerned line of business at least for the last 3 years as on 31.03.2022. 3. Bidder/ OEM should have full-fledged service set up in India along with the after sales service & support facility at proposed delivery locations. 4. Bidder should be authorized partner of OEM for supply and support of the Touch Interactive Smart Displays in India. 5. The bidder should have supplied at least 50 quantities of the hardware offered or similar class/ model to any Scheduled Commercial Bank (of at least 1000 branches)/PSU/Financial Institution/Govt. Departments / Training establishments during last three years put together.
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6. The Bidder should be a profit-making company and should have earned Net profit in at least one out of three preceding Financial Years (2018-19, 2019-20, 2020-21) as per the audited Financial Statements.
7. The average annual turnover of the bidder should be more than Rs. 1 Crore during last three financial years. (2018-19, 2019-20,2020-21).
8. Bidder shall have carried out installation of similar nature in Banks / Financial Institutions / Government Organizations/ Leading Corporates/ Training establishments in India.
9. The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission.
10. The solution quoted by the bidder should be as per Technical Compliance mentioned in RFP.
11. The solution quoted by the bidder should be with 3 Year warranty from OEM. The Bidder should provide the escalation matrix for call logging, on their letter head.

4. Delivery Schedule & Deliverables from the Bidders

All Touch Interactive Smart Displays units should be delivered within Four (04) Weeks from the date of Purchase order and installation to be completed within One(01) week from the date of delivery or delivery and installation both should be completed within Five (05) Weeks from the date of purchase order.

Location wise proposed quantity of Smart Displays units to be purchased are as under:

S.No.	Location	No. of Display units to be supplied
10.	Kolkata	01
11.	Lucknow	01
12.	Panchkula	01
13.	Patna	01
14.	Vijayawada	01
15.	Trichy	01
16.	Mumbai	01
17.	Bengaluru	01
18.	Noida	01
Total		09

5. Period of Validity of Bids

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

6. Evaluation Criteria

1. 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.

	<p>If the Supplier does not accept the correction of the errors, its quote will be rejected.</p> <ol style="list-style-type: none"> The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation. 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. <p>2. 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.</p> <p>3. 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, 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.</p>
7.	Payment Terms
	<p>1. On Delivery: Eighty (80) % of the price of the goods delivered will be paid within 30 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 (In case of comprehensive transit insurance policy, the vendor shall submit the proof from insurer against the goods supplied under the contract) along with Performance Bank Guarantee of 3% of contract value valid till the end of Warranty Period + AMC period + 90 Days + one year claim period.</p> <p>2. On Installation/Commissioning and Acceptance: Twenty (20) % of the invoice price will be paid within 30 days on submission of Installation/commissioning/acceptance Certificate by the supplier, duly counter-signed by the Bank's Representative.</p> <p>3. AMC payments: Payable yearly in advance on submission of claim/invoice by the vendor along with Preventive Maintenance report of the previous year.</p> <p>4. Note: TDS will be deducted for the payment, if applicable. Bank reserves the right to renew the AMC for the supplied goods from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.</p>
8.	Warranty/Annual Maintenance Contract (AMC)
	<ol style="list-style-type: none"> 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 Purchaser'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 warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty-two (42) months after the date of receipt of shipment, whichever periods concludes later, at promptly notify the Supplier in writing of any claims arising under this warranty.

	<p>D. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.</p> <p>E. If the Supplier, having been notified, fails to remedy the defect(s) within 15 working days' period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>F. All the parts of items should be covered under comprehensive warranty & AMC without any exception.</p> <p>G. 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.</p>
9.	SLA for Maintenance and Support
	<p>1. Breakdown maintenance of equipment: Whenever the fault in the systems is reported, the successful bidder will arrange to rectify within 08 hours of receipt of complaint and if replacement is required, it should be made operational within 24 hours of inspection of fault by replacing/providing standby unit. If the equipment is not made operational within 24 hours, 1% of the cost of the faulty equipment will be treated as the penalty amount for every 24 hours. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Office hours for attending to the issues is 10 AM to 7 PM.</p> <p>2. If the uptime of any or all equipment goes below 90% on a quarterly basis, Bank shall have right to cancel the contract and forfeit the Performance Guarantee. Maximum Penalty amount for the equipment will be up-to the cost of the equipment. Penalty Amount would be deducted from the AMC/ATS charges payable during the contract period or any subsequent payment due.</p>
10.	Insurance
	<p>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.</p> <p>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 happens to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.</p> <p>In case of discrepancy in hardware/software supplied, it is successful bidder's responsibility to replace/repair the equipment immediately even without recourse to the insurance.</p> <p>If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the last date of delivery of goods, then 0.1% of the invoice value will be deducted from the payment for each insurance.</p>
11.	Place of Delivery
	<p>Delivery Locations are Kolkata, Lucknow, Panchkula, Patna, Vijayawada, Trichy, Mumbai, Bengaluru, Noida. Complete address will be provided in the Purchase Order.</p>
12.	Delays in The Supplier's Performance

13.	<p>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.</p> <p>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.</p>
14.	<p>Jurisdiction</p> <p>Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.</p>
15.	<p>Liquidated damages</p> <p>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% of the contract value. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.</p>
16.	<p>Bank's right to accept/reject quote(s)</p> <ol style="list-style-type: none"> 1. Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore. 2. Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.
17.	<p>Performance Security</p> <ol style="list-style-type: none"> 1. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 3% of the contract value in the form of a Bank Guarantee valid for 63 months with further One Year claim period. 2. 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. <p>The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.</p>
18.	<p>Negotiation</p> <p>The Bank reserves the right to further negotiate on the price offered, with the L1 Bidder.</p>
19.	<p>Limitation of Liability</p> <p>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</p> <ol style="list-style-type: none"> 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

	<p>purchase order placed by bank on the Supplier that gave rise to claim, under this tender.</p> <p>C. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>
20.	Indemnity Clause
	<p>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.</p>
21.	Disclaimer
	<p>The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.</p>
22.	Patent Rights
	<p>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.</p>
23.	It Act 2000
	<p>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.</p>
24.	Intellectual Property Rights
	<p>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.</p>
25.	Acceptance of Purchase Order
	<p>Acceptance within 07 days from the date of receipt of the purchase order, the vendor shall sign; affix official stamp and date the duplicate copy of the purchase order and return it to the Bank as a token of having accepted the terms and conditions of the purchase order.</p>
26.	Signing of Contract Form and NDA and Submission of Performance Security
	<p>Within fifteen (15) days of Purchase Order, the successful bidder shall submit the Performance Security, sign the Contract Form (Annexure IV) & Non-Disclosure Agreement (Annexure VIII) and return it to the Bank.</p>
27.	Settlement of Disputes
	<p>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.</p> <p>B. If after 30 days the parties have failed to resolve their disputes or difference from the date of arise 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</p>

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

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

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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Where the value of the contract is Rs. 100.00 Lakhs 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.
- (e) 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.

28.	Right to Alter Quantities
	<p>The Bank may at its discretion,</p> <p>a. Increase the requirement up to 10% at the time of placing order with vendor and,</p> <p style="text-align: center;">Or</p> <p>b. Decrease the requirement up to 10% at the time of placing order with vendor.</p> <p>c. Repeat order can be placed within 1 year from the date of last supply date of original purchase</p> <p>order subject to no downward trend in prices and the cumulative repeat order quantity should be as per the prevailing guidelines of Govt. of India (e.g. GFR, GeM). Presently it is 25% of original ordered quantity.</p>
29.	Authorization Letter from OEM
	<p>The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure IX. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.</p>
30.	Exit Requirements
	<p>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.</p>
31.	Applicable Law
	<p>Laws of India and any other guidelines having the force of law in India will be applicable.</p>
32.	Termination for Convenience
	<p>The Purchaser, by 30 Days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>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:</p> <ul style="list-style-type: none"> • to have any portion completed and delivered at the Contract terms and prices; and / or • 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.
33.	Termination for Default
	<p>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:</p> <p>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;</p> <p>b. if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>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.</p>

	<p>For the purpose of this clause:</p> <p>“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</p> <p>“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.</p>
34.	Force Majeure
	<p>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.</p> <p>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.</p> <p>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 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.</p>
35.	Confidentiality
	<p>The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. After termination of the contract also they should not divulge any data / information.</p> <p>The supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank’s business information, legacy applications and data.</p>
36.	General Terms
	<p>A. The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.</p> <p>B. 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</p> <p>C. 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.</p> <p>D. The bid should be valid for 90 days from the date of submission of bid.</p>

	<p>E. 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.</p> <p>F. 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.</p> <p>G. Call logging facility to be made available on 24*7 basis</p> <p>H. Make and Model of the quoted products should be furnished.</p> <p>I. Part numbers for Hardware should be furnished.</p> <p>J. Supplier has to provide onsite Annual Maintenance in total for two years after the completion of three years warranty for proposed hardware procured against this tender.</p> <p>K. Supplier has to install and reinstall (if needed) all the hardware during the contract period without additional cost to the bank.</p> <p>L. Supplier has to provide technical documents, brochure etc. for all the items quoted.</p>
37. Other Terms and Conditions	
	<p>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.</p>

The supplier will have to enter into a Non-Disclosure agreement (Annexure VIII) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFP No.....dated.....for.....
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser's notification of award
- d) Contract form dated

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

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:.....

Annexure VIII

Non-Disclosure Agreement (NDA)

THIS AGREEMENT made and entered into aton this the.....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the “**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.

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 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.

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

10. 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.

11. 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.

12. Jurisdiction

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

13. 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

Annexure IX

Manufacturers' Authorization Form (MAF)

No.

Dated

To

Dear Sir:

Quote Document No. _____ dated _____

We who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above IFB (Invitation for Bid).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this IFB (Invitation for Bid). We duly authorise the said firm to act on our behalf in fulfilling all installation, technical 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.

Annexure X

Undertaking for MSME Benefits

(To be submitted on the letter head of the bidder)

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: Your RFP no. CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

Annexure XI

Certificate for Local Content

(To be submitted on the letter head of the bidder)

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: Your RFP no. CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

This is to certify that the complete proposed solution is having the local content of _____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

Sl. No	Make and Model	Name of Place

This certificate is submitted in reference to the 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, and Sept 16, 2020), clarification dated 04.03.2021 and other notice and clarifications.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

Annexure XII

Declaration On Procurement from a Bidder of a Country Which Shares a Land Border with India

(To be submitted on the letter head of the bidder)

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for Supply, Installation and Maintenance of Touch Interactive Smart Displays for Staff Training Colleges.

Ref: Your RFP no. CO/ITD/PROC/151/R1/2022-23 Dated 21/04/2022.

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020 or latest guidelines issued by GOI; We certify that << **name of the bidder**>> & << **name of the OEM**>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Yours Faithfully,

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Annexure XIII

Checklist For Documents To Be Submitted By The Bidder

Sr. No.	Criteria	Documents are to be submitted along with bid
1.	Bidder should be a Registered public / private Company in India for a minimum period of 5 (five) years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation issued by the ROC
2.	Bidder should have been in the concerned line of business at least for the last 3 years as on 31.03.2022.	Relevant proofs
3.	Bidder/ OEM should have full-fledged service set up in India along with the after sales service & support facility at proposed delivery locations.	Declaration by Bidder and OEM along with supported address proof like Copy of latest telephone bill / electricity bill / rental agreement etc.
4.	The bidder should have supplied at least 50 quantities of the hardware offered or similar class/ model to any Scheduled Commercial Bank (of at least 1000 branches)/PSU/Financial Institution/Govt. Departments / Training establishments during last three years put together.	Copy of Purchase Orders and satisfactory credential letters issued by the organizations.
5.	Bidder should be authorized partner of OEM for supply and support of the Touch Interactive Smart Displays in India.	Copy of Certificate issued by the OEM in favour of bidder
6.	The Bidder should be a profit-making company and should have earned Net profit in at least one out of three preceding Financial Years (2018-19, 2019-20, 2020-21) as per the audited Financial Statements.	Copy of Audited Balance Sheet and Profit / Loss statement or Certificate issued by the Chartered Accountant
7.	The average annual turnover of the bidder should be more than Rs. 1 Crore during last three financial years. (2018-19, 2019-20,2020-21).	Copy of Audited Balance Sheet and Profit / Loss statement Certificate issued by the Chartered Accountant.
8.	Bidder shall have carried out installation of similar nature in Banks / Financial Institutions / Government Organizations/ Leading Corporates/ Training establishments in India.	Copy of Purchase Orders and satisfactory credential letters issued by the organizations.
9.	The Bidder should not have been debarred/blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should also not have been insolvent / bankrupt at the time of bid submission.	Self-Declaration as per the format given in Annexure II should be attached.
10.	The solution quoted by the bidder should be as per Technical Compliance mentioned in RFP.	Compliance to be given as per Part I and brochure to be attached.
11.	The solution quoted by the bidder should be with 3 Year warranty from OEM.	Letter issued by the OEMs confirming 3 years Warranty should be submitted.

12.	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
13.	Bid Security Declaration	To be submitted on Letter Head.
14.	Bid Form	To be submitted by bidder as per Annexure- I
15.	Certificate for Local Content	To be submitted by bidder as per Annexure- XI
16.	Declaration regarding Land Border Compliance	To be submitted by bidder as per Annexure- XII
17.	Cost of RFP	Submitted/Not Submitted
18.	All pages of the Bid document, Clarifications/Amendments , sealed and signed by the Authorized Signatory	Submitted/Not Submitted
19.	Power of Attorney (POA) or certified copy of Board Resolution of authorised signatory in favour of the person authorised for bid submission.	Submitted/Not Submitted

Abbreviations

Following terms are used in the document interchangeably to mean:

- "RFP" - Request for Proposal
- "ATS" - Annual Technical Support
- "AMC" - Annual Maintenance Contract
- "AV" - Audio Video
- "OEM" - Original Equipment Manufacturer
- "LED" - Light-Emitting Diode
- "POA" - Power of Attorney
- "OS" - Operating System
- "HD" - High Definition
- "HDMI" - High-Definition Multimedia Interface
- "USB" - Universal Serial Bus
- "UHD" - Ultra High Definition
- "I/O" - Input/ Output
- "IR" - Infra Red
- "GUI" - Graphical User Interface
- "LAN" - Local Area Network
- "SSD" - Solid State Drive
- "SATA" - Serial Advanced Technology Attachment