

Dear Sir,

Sub: Request for Quotation (RFQ) for supply, installation and maintenance of SFTP Server and Client Software.

We are interested in procuring SFTP Server and Client Software for our Corporate Office, The specification of SFTP Server and Client Software is given in PART I. Commercial quote details to be submitted are given in PART II. Both the formats are attached herewith.

Eligibility Criteria:

1. The vendor should be a limited Company (enclose copy of certificate of incorporation)
2. The vendor should be in existence for three years in India (enclose copy of certificate of incorporation)
3. The vendor should have a service center in Chennai (Address and Contact details to be provided alongwith proof)

Procedure for submission of proposal:

The quote shall be submitted in two parts (Part-I & Part-II) sealed in separate envelopes and both the envelopes should be kept in one sealed envelope. All the envelopes should bear the name of the firm / company. The outer envelope should be marked **"Quote for supply and installation of SFTP Server and Client Software for Corporate Office, Chennai due on or before 12.07.2012 at 04.00 P.M."** addressed to,

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

and dropped in the box provided at the above address, **after noting down in the register meant for the purpose and duly authenticated by the official concerned**, so as to reach him within the time stipulated as above (i.e. **4.00P.M. on 12.07.2012**). Part-I of the quotes received **will be opened on 12.07.2012 at 04.30 P.M.** You may send your representative to participate in the opening process.

- 1) Part-I contains compliance details of the specifications for which quotation is called for, delivery period, details of service support centre, compliance to the other terms and conditions of the quote. **Technical brochure for the item quoted should be enclosed to the Part I of this quote.** Non-compliance of the above will be liable for rejection. Part-I form enclosed to this letter should be duly filled, signed and kept along with other documents in separate envelope marked **"Part I - Technical Bid - "Quote for supply and installation of SFTP Server and Client Software for Corporate Office, Chennai due on or before 12.07.2012 at 04.00 P.M." Only the enclosed form should be used for Part I and Part II.** Hardware and Software which meet the specifications should alone be quoted.

- 2) Part-II shall indicate the total price (amount only) inclusive of all Taxes, Levies, Delivery, Installation, AMC, Warranty etc. Part-II form should be duly filled in, signed and kept in a separate envelope marked **"Part II - Price Schedule - "Quote for supply and installation of SFTP Server and Client Software for Corporate Office, Chennai due on or before 12.07.2012 at 04.00 P.M."**
- 3) Part I & Part-II are to be submitted in original, duly signed by the authorised signatory/signatories under the seal of the company in every page. No column shall be left blank. Any correction should be authenticated by the same signatory/signatories under his/her/their full signature. If false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions and specifications, the quote will be liable to be rejected without any reference. **The price quoted should be unconditional.**
- 4) The Software supplied should be with 12 months warranty from the date of installation and thereafter 24 months AMC support. After warranty and AMC period, the rate for further support may be fixed at mutually agreed terms.

5) Evaluation Criteria

I. General evaluation

i). The Bank (Purchaser) 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.

ii). Arithmetical errors will be rectified on the following basis.

a. 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.

b. If there is a discrepancy between words and figures, the amount in words will prevail.

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

iii). The Bank (Purchaser) may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

iv). Prior to the detailed evaluation, the Bank (Purchaser) will determine the substantial responsiveness of quote document. For purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

II. Technical evaluation

The Software offered should meet all the technical specifications as stipulated in the quote (Part- I).

III. Commercial evaluation

- i. The Bank will open Part II (Commercial) of the quote after evaluation of Technical quote - Part I and on conformity to the specifications after giving due notice to the technically qualified vendors.

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- ii. The comparison of prices among the vendors shall be between the Total price quoted inclusive of all Taxes, duties, Warranty, Installation charges, AMC support of goods offered.

6) Purchaser's right to accept quote and to reject a quote:

The Bank (Purchaser) has the right to accept or reject quotation/s or cancel the tender at its sole discretion without assigning reason therefor.

7) Negotiation

The Bank reserves the right to further negotiate under exceptional circumstances on the price offered, with the L1 vendor.

Other Terms and Conditions

- 1) One year onsite Warranty Support and further two years Annual maintenance support. The support should be provided by vendor directly in the location of installation of the software.
- 2) Vendor has to provide technical documents, brochure etc for all the items quoted.
- 3) Documentation of installation has to be provided after successful installation.
- 4) **Training:** For Software installed, the Supplier is required to train the designated Bank's technical personnel to enable them to operate effectively.
- 5) **Delivery:** Software to be delivered and installed within **four weeks** from the date of purchase order. If the software is not delivered in time, Bank has the right to cancel the order.
- 6) **Place of Delivery:**

**Indian Bank
Corporate Office
Technology Management Dept.,
No. 254-260 Avvai Shanmugam Salai
Royapettah
Chennai 600014.**

7) Payment:

100% payment will be made within 15 days on delivery and installation of software and submission of Invoice copy, Proof of delivery and Installation Certificate duly counter-signed by the purchaser representative

8) **Warranty:** Onsite comprehensive Warranty should be provided for a period of one year for the software supplied from the date of installation by the vendor.

9) **Annual Maintenance:** After warranty period of 12 months, Onsite Annual maintenance support should be provided for 24 months.

10) **Liquidated damages:** If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Bank shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the invoice price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the invoice price of the delayed Goods. However, the Purchaser may consider termination of this order, if the software is not delivered as per delivery schedule.

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11) **Acceptance of Purchase Contract:** Vendor has to submit the acceptance of the purchase contract within 7 days from the issue of purchase contract, duly signed by the authorized signatory.

12) **Indemnity :** 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.

13) **Performance Security:** Within 10 (ten) days of acceptance of the order, the seller shall furnish to the Purchaser the performance security equivalent to ten (10%) percent of the order amount in the form of a Bank Guarantee from a Scheduled commercial bank for a period of thirty eight(38) months.

The performance security amount shall be payable to the Purchaser as compensation for any loss resulting from the vendor's failure to complete its obligations under the contract by way of invocation by the Purchaser.

14) Jurisdiction:

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

15) SETTLEMENT OF DISPUTES:

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

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

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

- a. In case of dispute or difference arising between the Purchaser and a domestic 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 Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

- b. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c. Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e. Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

Notwithstanding any reference to arbitration herein,

- i) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- ii) the purchaser shall pay the supplier any monies due to the supplier.

16) **Awarding of Contract:** The Purchase Contract will be awarded to L 1 Vendor.

17) Vendor has to furnish compliance statement as per Banks format which is PART I and Part II of this Quote. If it is not furnished as per banks format which is the PART I and Part II of this quote, then the quote (Part II) will not be considered for further evaluation.

18) All the pages of PART I and PART II should bear company seal and signature of authorised official of the company.

Yours faithfully,

ASSISTANT GENERAL MANAGER (TMD)

CC to Corporate Office / Expenditure Dept

Ref: HO/TMD/PG/370/2012-13

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PART-I

Date:

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

Dear Sirs,

Sub: Request for Quote (RFQ) for supply, installation and maintenance of SFTP Software for our Corporate Office, Chennai.

Ref: HO/TMD/PG/370/2012-13 dated 22.06.2012.

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Referring to your above Request for Quote (RFQ), we submit the compliance details of the specifications given below:

Specification

1. Secure FTP Licence for Server

S No.	Specification	Complied /Not Complied with relevant details
1.	platform windows support for both 32 & 64 bit	
2.	Support for SFTP latest versions (preferably version 4 or above)	
3.	support for all standard SSH	
4.	support for Public/Private Key Authentication	
5.	support for creating server interaction logs	

2. Secure FTP Licence for Client

S No.	Specification	Complied /Not Complied with relevant details
1.	platform windows support for both 32 & 64 bit	
2.	support for protocol option SSH 1 or SSH 2	
3.	support for creating client interaction logs	
4.	script support for batch execution	

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Scope of Work:

S No.	Specification	Complied /Not Complied with relevant details
1.	Vendor to provide patch, fixes and maintenance support for at least 3 years including warranty of 1 year	
2.	Rights to use the software	
3.	Allow to make backup copy of in media for reinstallation of the software	
4.	Licensing must be based on machine, not on processors on the machine	
5.	reassign the license to a different device any number of times in case of machine failure etc.	

List of deviations from the required specifications:

- 1)
- 2)

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

We are agreeable to the terms and conditions in the covering letter No. HO/TMD/PG/370/2012-13 dated 22.06.2012.

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

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

We offer a warranty period of 12 months for software from the date of installation and 24 months AMC Support after the warranty period.

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

We confirm that the software quoted meets the Technical Specification mentioned in the bid.

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

(at Chennai)

E-mail ID:

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PART-II

Commercial Quote for SFTP Server and Client Software

Date:

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

Dear Sirs,

Sub: Supply, installation and maintenance of SFTP Server and Client Software at our Corporate Office, Chennai.

Ref: HO/TMD/PG/370/2012-13 dated 22.06.2012.

Referring to your above letter calling for quotations, we submit hereunder the price quote for supply, installation and maintenance of hardware and software as per the specifications given in Part-I.

I Price of the software:

S No	Item Description (As per the specification mentioned in Part - I)	Unit Price inclusive of all Taxes, delivery, installation charges etc with 1 year support (Rs.) (a)	Qty (b)	Total price of the Software inclusive of all Taxes, delivery, installation charges etc with 1 year support(Rs.)(c= a * b)
1	SFTP Server Software		2	
2	SFTP Client Software		15	
Total				

II. AMC for Software:

S No	Item Description (As per the specification mentioned in Part-I)	Qty	AMC Charges for 2nd and 3rd Year (Exclusive of service Tax) in Rupees.				Total AMC for 2 years (2nd and 3rd year) (exclusive of service tax) in rupees	
			2nd year		3rd year			
			Unit cost	Total	Unit cost	Total	Unit cost	Total
1	SFTP Server Software	2						
2	SFTP Client Software	15						

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Summary

S No	Description	Amount in Rupees
1	Total cost of Software (As per Total of item I)	
2	Total AMC Charges for 2 years ** (As per Total of item II)	
	Grand Total (Total of S.No.1 and 2)	

**** Service Tax will be paid extra. Applicable TDS will be deducted from the payment.**

Total Amount in words: Rupees _____

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

(at Chennai)

E-mail ID: