

RFP No.: TMD:: PG: 297: 2011-12

Date: 17.09.2011

To**The Diamond /Platinum Partners of Oracle in India.****Dear Sir,****Sub:** Request for Proposal for supply, installation and maintenance of **Oracle Licenses**".**1. Introduction**

This tender is being floated by Indian Bank, Technology Management Department, Head Office Chennai. We invite quotes for the supply, installation and maintenance of 'Oracle Licenses from the Diamond and Platinum partners of Oracle in India.

The scope of work is given in Annexure I.

Bidder should have a team of well qualified and experienced database administrators stationed locally in Chennai who will be able to attend the calls in person at a very short notice (maximum within two hours including transit time) and they should extend necessary support to the bank.

The bidder should be authorized for sale of Oracle software Licenses and for providing Annual Technical Support. A copy of authorization letter from Oracle should be enclosed with the proposal. In case of any deviation in general terms and conditions bid will be liable for rejection.

2. 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, installation and maintenance of Oracle Licenses due on or before 10.10.2011 at 04.00 P.M."** addressed to,

THE ASSISTANT GENERAL MANAGER,
EXPENDITURE DEPARTMENT,
CORPORATE OFFICE, INDIAN BANK,
254-260 AVVAI SHANMUGHAM 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

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within the time stipulated as above (i.e. 4.00 P.M. on 10.10.2011). Part-I of the quotes received will be opened on 10.10.2011 at 04.15 P.M. You may send your representative to participate in the opening process.

Part-I contains Annexure – I, II, III, Technical Compliance Form, details of service support centre, compliance to the other terms and conditions of the 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, installation and maintenance of Oracle Licenses due on or before 10.10.2011 at 04.00 P.M."**

Part-II shall indicate the total price (amount only) inclusive of Licence cost, all Taxes, Levies, Delivery, Installation, Insurance, ATS Charges for one year etc. Part-II form should be duly filled in, signed and kept in a separate envelope marked "Part II - Price Schedule - " **Quote for supply, installation and maintenance of Oracle Licenses due on or before 10.10.2011 at 04.00 P.M."** Only the enclosed forms should be used for Part I and Part II.

Pre-bid Meeting:

Pre-bid Meeting will be held on 26.09.2011 at 11.00 AM in the following venue.

Indian Bank
Corporate Office
254-260 Avvai Shanmugham Salai
Royapettah, Chennai 600 014.

The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of pre-bid meeting to the following email id.

Purchases.tmd@indianbank.co.in

3. Requirement Details:

Bank requires the following Oracle Licenses.

S.No.	Details of Oracle License	Nos. Required
1	Oracle Database Enterprise Edition Perpetual Processor License	8
2	Oracle Database Standard Edition Processor Perpetual License	7
3	Oracle Database Enterprise Edition Named user Plus Perpetual license *	150

4. EARNEST MONEY DEPOSIT:

The bid should also be accompanied by Earnest Money deposit of Rs.4,60,000/- (Rupees Four lakhs and sixty thousand only) by way of a Demand Draft / Banker's Cheque in favour of Indian Bank, payable in Chennai. The EMD may also be in the form of Bank Guarantee from a reputed Bank in India valid for 90 days. Bids received without the Demand Draft / Banker's Cheque/Bank Guarantee mentioned above will be rejected. This earnest money will be refunded to all unsuccessful bidders on determination of L1 bidder and to the successful bidder on submission of Performance Bank Guarantee (Annexure – V).

5. General evaluation

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. The Bank (Purchaser) 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 (Purchaser) will determine the substantial responsiveness of quote document. For purposes of this Clause, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

6. Technical Specification for evaluation

The details offered should meet the requirements as stipulated in the quote (Part I).

7. Commercial evaluation

The Bank will open Part II (Commercial Quote) 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.

The quoted prices should be all inclusive (i.e. Licence Cost inclusive of all taxes, duties, VAT, Service tax, technical service charges if any, for installing, testing and commissioning of software, local transportation charges, charges such as cost towards boarding, traveling, lodging, delivery and installation at final destination, ATS for one year etc).

8. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid/all bids and to annul the bidding process at any time prior to award of Contract.

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

9. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L 1 vendor under exceptional circumstances.

10. Training:

For each Software components installed, the Supplier is required to train the designated Bank's personnel to enable them to operate effectively.

11. Validity of the Bid:

Validity of the quotation should be 90 days from the last date for submission of quote.

12. DELIVERY TERMS:

The successful bidder shall deliver the Licenses to our Office within four weeks from the date of Purchase Order. Please note that if this delivery schedule is not maintained, a penalty of one percent of order value for each week or part thereof with a cap of **5%** of the delay will be levied from the expiry of due date and this amount will be deducted from the amount payable. In case the software/license is not delivered within five weeks from the date of purchase order, bank reserves its right to cancel the order and go for fresh bids.

13. Bank Guarantee:

Within 7 (seven) days (inclusive of holidays) of the date of delivery of the licenses, the successful Bidder shall furnish a Bank Guarantee (for performance) for a period of 14 months with a claim period of one (1) month for an amount equivalent to 5% of the order value in the format as per Annexure V.

14. PAYMENT TERMS:

100% payment will be made after delivery of Licenses and on submission of Bank Guarantee, Contract Form, Non-Disclosure Agreement. The payment will be released on submission of Invoice and delivery challan duly acknowledged by official of the Bank along with a request letter.

15. CLARIFICATION:

During evaluation of the quotes, the Bank may, at its discretion, seek any clarification on its quote from the vendor. The request for clarification and the response thereto shall be in writing / email, and no change in the commercials (price, rate etc) shall be sought, offered, or permitted after submission of the quote.

16. ANNUAL MAINTENANCE:

The Bank requires one year annual Software support and product support from the vendor. After the initial period of one year, Annual Technical Support fee for the subsequent years shall be at a rate to be mutually agreed to between the Bank and the vendor. However, Bank reserves to itself the right to get the software and product support to be maintained by any third party without assigning any reason thereof.

17. AWARD OF CONTRACT:

Within 10 (ten) days of Purchase Order, the successful Bidder shall sign and date the Contract Form (Annexure – IV) and return it to the Purchaser

18. CONFIDENTIALITY:

Successful bidder and its employees will strictly not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. Within 15 days from the date of acceptance of the purchase order, successful bidder shall execute a non-disclosure agreement as per format provided in Annexure VI.

19. SETTLEMENT OF DISPUTES:

19.1 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

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parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

19.2 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.

19.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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.

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- (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.

20 Jurisdiction:

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

21 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.

22. Vendor should be authorised Diamond / Platinum level partner / of Oracle for sale of Oracle software Licenses and for providing Annual Technical Support.

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23. ACCEPTANCE:

Within 2 days from the date of receipt of the Purchase Order, the successful bidder 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.

Yours faithfully,**ASSISTANT GENERAL MANAGER. (TMD)**

ANNEXURE –I**1. Scope of Work:**

This includes installation of Oracle version with configurations and fine tuning of the database performance for the application.

The Successful bidder should be in a position to service the Bank for a period of 3 years from the date of purchase. However, initially order will be issued for one year only.

Whenever there is a 'let up' in the application performance, the performance of the database has to be checked by the bidder.

For the same the bidder should have a team of well qualified and experienced database administrators on various operating systems like AIX, Windows 2008, Linux etc (minimum of 3 DBAs) stationed at Chennai who will be able to attend the calls in person at a very short notice (maximum within 2 hours including transit time) and they should have the knowledge extend support to the bank for the following activities on a need basis:

- a. Installation and configuration of Oracle Databases (10g, 11g and any future releases) as required by the respective application vendors.
- b. Configuration of RMAN and other efficient backup procedures as required.
- c. Assisting in Automatic Storage Management, Performance tuning and other related activities as and when required by the Bank.
- d. Help check Performance Tuning of databases on real time basis.
- e. Configuration of data guard.
- f. Implementation of audit trail.
- g. Trouble shooting errors, which may occur in database.
- h. Enable archive log and configuration of memory parameters for optimal performance.
- i. The services of the Database Administrators should be available 24 x 7 basis including Saturday, Sunday and Holidays. Most of the maintenance activities will be planned only during holidays for our branches.
- j. Oracle Patch Management should be handled on pro active basis.
- k. Undertaking from the proposed vendor that he will extend support for the next 3 years.
- l. Any other issues faced by Bank should be sorted out by the bidder.

Signature of Authorised Official

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Annexure - II**BID FORM**

(Bidders are required to furnish the Bid Form along with Part I)

Date:

Tender document dated:

TO

Indian Bank

Head Office

Technology Management Department, 66, Rajaji Salai

Chennai 600 001

Having examined the Bidding Documents including Addenda Nos.

(Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain.....

..... (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 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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. 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 undertake to integrate the Hardware, Operating system with application software and RDBMS in close co-ordination with the respective vendors. We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with Technical bid

Dated this day of 2011.....

Signature

.....

(In the Capacity of)

Duly authorized to sign bid for and on behalf of (Name & Address of Bidder)

.....

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Annexure – III**BID SECURITY FORM** (Bidders are required to furnish the Bid Form along with Part I)

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2011

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or
(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity (90 + 45 = 135 days), and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

NOTE: 1. SUPPLIER should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India shall be on a Non- Judicial Stamp Paper of requisite value.

Annexure – IV**CONTRACT FORM**

THIS AGREEMENT made theday of....., 2011... Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (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 for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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.

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price

TOTAL VALUE:

DELIVERY SCHEDULE:

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:.....

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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,..... 2011... 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 recognised bank for the
sum specified therein as security for compliance with the Supplier's performance
obligations in accordance with the Contract.

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.....2011.....

Signature and Seal of Guarantors

.....

Date.....2011.....

Address:.....

.....

NOTE :

1. Suppliers should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value

ANNEXURE VI**FORMAT FOR NON-DISCLOURE AGREEMENT**

THIS AGREEMENT made and entered into at Chennai on this the.....day of.....2011 between **Indian Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 with its registered office at and its local office at hereinafter called the "**COMPANY**" 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 in the course of such business activity PROCURED Oracle Licenses and Support meant for porting various Banking Applications at Primary Data Centre, Disaster Recovery Site and other offices of the Bank across the country.

The Bank has short-listed the Company after completion of tendering process for procurement Oracle Licenses and Support. The details of such activities are as per Purchase Order duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, 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.

The Company may use the information solely for and in connection with the purpose the information was conveyed.

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2. Use of Confidential Information.

- i. 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.
- ii. The Company 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 its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Company shall not 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.

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:

- i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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 be 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

The obligations of the Company 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 Company, the bank 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 the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Bank, the firm 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 firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank 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.

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9. Indemnity.

The Company agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability

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

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.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts 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 authorized signatories

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)

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PART –I Technical Compliance Form

To

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

Dear Sir,

Sub: Request for Proposal for supply, installation and maintenance of Oracle Licenses.**Ref:** RFP No. TMD/PG/297/2011-12 dated 17.09.2011.

Referring to your above letter calling for quotations, we furnish below the technical details and specification compliance for Oracle Licences.

Technical Specification: FOR CURRENT REQUIREMENT**Specifications with Technical Terms:**

S. NO	Technical Specification	Quantity	Complied
1	<i>Oracle Database Enterprise Edition Perpetual Processor License</i>	8	
2	<i>Oracle Database Standard Edition Processor Perpetual License</i>	7	
3	<i>Oracle Database Enterprise Edition Named user Plus Perpetual license</i>	150	

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Other Compliance Requirement:

SI No	Details	Complied /Not Complied
1	Bidder should have a team of well qualified and experienced database administrators on various Operating Systems (like AIX, Windows 2008, Linux etc) stationed locally in Chennai who will be able to attend the calls in person at a very short notice(within two hours including transit time) and they should extend support to the bank. (If complied then Details such as local office and team etc are to be enclosed in a separate letter in the company's letter head)	
2	Letter from Oracle, authorizing the vendor as Diamond / Platinum Partners for supply of Oracle product Licenses and to provide Annual Technical Support (ATS). The authorization letter should be valid at least till three months from the last date of submission of RfP. (Proof from Oracle is to be enclosed)	
3	Scope of the work as above	

List of deviations from the required specifications:

- 1)
- 2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)
We agree for the delivery period and installation period of Oracle Software Licences as per your above letter. We agree to the terms of payment mentioned in your letter.



HO: TECHNOLOGY MANAGEMENT DEPARTMENT
CHENNAI.

RFP No.: TMD:: PG: 297: 2011-12

Date: 17.09.2011

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

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

(Authorised Signatory) Office Seal

Place:

Date:

Business Address:

Telephone No:

(at Chennai) / E-mail ID:

Name:

Designation:

Mobile No:

RFP No.: TMD:: PG: 297: 2011-12

Date: 17.09.2011

PART – II (Commercial Bid)

To

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

Dear Sir,

Sub: Request for Proposal for supply, installation and maintenance of Oracle Licenses.

Ref: RFP No. TMD/PG/297/2011-12 dated 17.09.2011.

FORMAT FOR COMMERCIAL BID

Cost of Licenses:

SI No.	Product Description	Unit Price (Rs)		Qty	Total (Rs)		
		License Cost	One Year ATS Charges		License Cost	One Year ATS Charges	FINAL PRICE
		A	B	C	D=A * C	E= B * C	F = D + E
1.	Oracle Database Enterprise Edition Perpetual Processor License			8			
2.	Oracle Database Standard Edition Processor Perpetual License			7			
3.	Oracle Database Enterprise Edition Named user Plus Perpetual license			150			
4	Total						
5	VAT						
6	Service Tax						
7	Grand Total						

RFP No.: TMD:: PG: 297: 2011-12

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Total Cost (Sl. No. 7 under 'F) = Rs.

1. Grand total cost should be inclusive of all taxes etc and will be used to arrive at L1 vendor.
2. TDS will be deducted at source as per rules as applicable.
3. Bank would reimburse Octroi / entry tax, if any, to the vendor on actual on production of original Octroi receipts in Bank's name.
4. Arithmetical errors will be rectified on the following basis. 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. 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, their quote will be rejected

We certify that the price quoted above is in conformity with the technical specification as per Part - I and Scope of work as per Annexure - I. The prices quoted are all-inclusive.

Authorized Signatory:**Office Seal:****Name and Designation:****Date:****Place:**