

Ref: CO/ITD/934/R1/2019-20

26/08/2019

**Sub: Request for Quotation for Supply, installation and maintenance of MS SQL Database software.**

Indian Bank invites quotations for Supply, installation and maintenance of MS SQL Database software through online tendering mode. In this regard, interested eligible bidders may please submit their quotation as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

**I. SCHEDULE**

1)	Tender Reference Number and Date	RFQ CO:ITD:PROC:934/R1:2019-20 dated 26/08/2019
2)	Last date for seeking Pre-bid clarifications/queries through email @ <a href="mailto:ankit.yadav@indianbank.co.in">ankit.yadav@indianbank.co.in</a> <a href="mailto:skkarna55966@indianbank.co.in">skkarna55966@indianbank.co.in</a>	31/08/2019
3)	Pre Bid meeting	03/09/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online Mode	16/09/2019 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	16/09/2019 at 03:00 PM to be submitted to Chief Manager (ITD Procurement) Indian Bank Head Office Information Technology Department 2nd Floor 66, Rajaji Salai Chennai – 600 001
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document  Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	₹1,00,000/- (Rupees One Lakh only)  valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)



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8)	RFQ Cost	Non-refundable ₹2,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	16/09/2019 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website <a href="https://indianbankeprocure.etenders.in">https://indianbankeprocure.etenders.in</a>

This RFQ document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.

## II. PRE-BID MEETING

A pre-bid meeting is scheduled to be held at the following address at 11.00 AM on 03/09/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank**  
**Head Office**  
**Information Technology Department**  
**2nd Floor**  
**66, Rajaji Salai**  
**Chennai – 600 001**

In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by submitting the cost of bid document i.e. Rs.2,000/- (Rupees Two thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.





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Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering. The bidders are requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

[ankit.yadav@indianbank.co.in](mailto:ankit.yadav@indianbank.co.in)  
[skkarna55966@indianbank.co.in](mailto:skkarna55966@indianbank.co.in)

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

### **III. COST OF BID DOCUMENT AND BID SECURITY (EARNEST MONEY DEPOSIT)**

Cost of Bid Document Rs. 2,000/- (Rupees Two Thousand only, non-refundable) in the form of DD favouring Indian Bank, payable at Chennai to be uploaded at the time of online submission of Bid.

The Bidder should upload at the time of online submission of Bid, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of Rs.1,00,000/- (Rupees One Lakh only) and valid for 135 days from the last date for submission of Bid in the format provided in Annexure IV, Bank may seek extension of Bank Guarantee, if required.

Both the demand draft towards cost of bid document and bank guarantee towards bid security have to be submitted offline **on or before 16/09/2019, 03.00 PM to the address mentioned under schedule 5) of this tender.**

### **IV. PROCEDURE FOR SUBMISSION OF QUOTATION**

- 1) Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 5) of this tender.
- 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.



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- 3) Part II – Commercial will be called through Online Reverse Auction Process. Part II price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include License cost and AMC/ATS cost, exclusive of taxes. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.
- 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) All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

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

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 16/09/2019). The Technical quotations will be opened at 15:30 Hrs on 16/09/2019.

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

## **V. SCOPE OF THE PROJECT**

The scope of the project includes Supply, installation and maintenance MS SQL Standard Database – 16 Core Licenses for installation of AML application for Sri Lanka operations.

## **VI. ELIGIBILITY CRITERIA**

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

- The Bidder should be Limited Company and should be in existence in India for the last 3 years as on 31.03.2019(Certificate of Incorporation to be submitted).





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- The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder(Copy of Audited balance sheets to be submitted).
- The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks (Self declaration to be submitted as per the format provided in Annexure I).
- The Annual turnover should be more than Rs. 2 crores for the last three audited balance sheets of the bidder(Copy of Audited balance sheets to be submitted).
- The Bidder should have supplied minimum of 16 core units of Microsoft SQL Server licenses to Banks/ Financial Institutions/ Government Organizations in India in each of the last three financial years (Copies of Purchase Orders issued to the bidder to be submitted).
- The bidder should be an Authorized reseller of Microsoft license (MAF as per Annexure III to be submitted).

## **VII. EVALUATION**

The Technical bid should be complete in all respects and contain all information asked for. The Technical bid should be complete and indicate that all products and services asked for are considered.

The Technical Bids will be opened online as per date, time and venue mentioned under schedule 9) of this tender by a tender opening committee. In the first instance, the technical bids shall be evaluated by the Bank. At the second stage, only the technically qualified bidders will be allowed to participate in the indicative commercial bid opening and Online Reverse Auction process to determine the L1 bidder, for which the date and time will be intimated later.

Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only.

## **VIII. PROJECT MILESTONE AND TIME LINE**

The Delivery & Installation of the Licenses should be made within Two (2) weeks from the date of purchase order.



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**IX. MANUFACTURE AUTHORIZATION FORM FROM M/S MICROSOFT**

The bidder has to obtain and submit Manufacture Authorization Form as per Annexure-III from M/s Microsoft.

**X. SOFTWARE ASSURANCE**

- All the software shall have the Software Assurance of 4 Years (2 + 2 Years) from the original equipment manufacturer (OEM) from the date of delivery of software to the bank.
- If during the SA period any licenses are found to be defective or not acceptable, they shall promptly be replaced by Bidder at its own cost on the request of the Bank.

**XI. PAYMENT TERMS**

- **On Delivery:** 100% payment (cost of licenses, 2 year ATS, onsite support and maintenance cost) will be made after delivery of Licenses and on submission of Acceptance of Purchase Order, Contract Form, Service Level Agreement (SLA), Non-Disclosure Agreement. The payment will be released within 15 days of submission of a request letter along with Invoice and delivery challan duly acknowledged by official of the Bank.
- **Subsequent AMC Payment:** Subsequent AMC Payment for 2 years (3<sup>rd</sup> and 4<sup>th</sup> year) will be made in advance. Bank reserves the right to renew the AMC for the software from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.

TDS will be deducted for the payment, if applicable.

**XII. PLACE OF DELIVERY**

The Deliverables should be delivered at Indian Bank, Chennai. Complete address will be provided in the Purchase Order.

**XIII. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its 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





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performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

**XIV. JURISDICTION**

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

**XV. LIQUIDATED DAMAGES**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the Licenses are not delivered in time, the Bank may consider termination of the contract.

**XVI. MAINTENANCE AND SUPPORT**

- The bidder has to provide support and maintenance for a period of four (4) years from the date of delivery. The scope of work for the support and maintenance is given separately. The bidder has to quote price for the perpetual MS SQL Standard Licenses with OEM software update and support for Four years. On bank's request, the successful bidder has to provide necessary onsite support during the contract period within 48 hours of receiving request from the Bank.
- Software implementation and maintenance including 24\*7 onsite support on call basis. The response time from OEM for any call logged should be within two hours.

**XVII. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

- 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;
- if the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to



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establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition

**XVIII. TERMINATION FOR CONVENIENCE**

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.

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:

- 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.

**XIX. GENERAL TERMS**

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- 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.
- Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The bid should be valid for 90 days from the date of submission of bid.

**XX. INDEMNITY CLAUSE**

If at the time of your 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 in that behalf.

**XXI. IT ACT 2000**

The equipments 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.





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**XXII. LIMITATION OF LIABILITY**

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.
- c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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

**XXIII. BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.

**XXIV. DELIVERABLES**

1. Supply, Installation, activation and configuration of MS SQL Database licenses
2. Following documents to be provided
  - a. Implementation/Installation document
  - b. User manual/Operation manual

**XXV. NEGOTIATION**

Under exceptional circumstances, Bank reserves the right to negotiate with the L1 bidder on the price offered.

**XXVI. PERIOD OF VALIDITY OF BIDS**

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

**XXVII. ACCEPTANCE OF PURCHASE ORDER**

Purchase Order will be placed to qualified L1 (lowest quoted) bidder. Duplicate of the purchase order shall be returned within seven days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order.



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**XXVIII. IT ACT 2000**

The Licenses provided 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.

**XXIX. SETTLEMENT OF DISPUTES**

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 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.

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

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

- (a) In case of dispute or difference arising between the Bank and a domestic Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- (b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Bidder as well as Indian Bidder, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.





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(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the bidder any monies due to the bidder.

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

### **XXX. FORCE MAJEURE**

1. The Bidder shall not be liable for forfeiture of its 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.

2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **XXXI. CONFIDENTIALITY**

The Bidder either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services,



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this contract, or the business or operations without the prior written consent of the Bank.

**XXXII. TAXES AND DUTIES**

The successful bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the vendor shall include all such taxes in the contract price.

**XXXIII. COST OF BIDDING**

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Bank will not be responsible or in any way liable for such costs regardless of the conduct or outcome of the bidding process.





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**INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

**2. INSTRUCTIONS****2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://indianbankeprocure.etenders.in> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
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.



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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 for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the 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

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

**Note:** Please contact M/s. Nextenders Pvt. Ltd.'s support desk (as given below), to get your registration accepted/activated and for further clarifications.

### **Support Desk Contact Details**

M/s. Nextenders (India) Pvt. Ltd  
Yuchit, Juhu Tara Road  
Mumbai – 400 049.

Support Contact No. 020-25315555 Ext no 8 then 8  
Support Email: [support.indianbank@nextenders.com](mailto:support.indianbank@nextenders.com)





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**2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL**

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

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Annexure I.
- g. Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

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

**2.4. BID RELATED INFORMATION**

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

**2.5. OFFLINE SUBMISSIONS**

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.



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The bidder is requested to submit the original documents in a Sealed Envelope on or before 16/09/2019, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Request for Quotation for Supply, installation and maintenance of MS SQL Database software" and the words 'DO NOT OPEN BEFORE (16/09/2019 at 03.30 PM)'.

**2.6. OTHER INSTRUCTIONS**

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

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

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.





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**PART – I**

Date:

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

**Dear Sir,****Sub:** RFQ for Supply, installation and maintenance of MS SQL Database software.**Ref:** Your RFQ No. CO/ITD/934/R1/2019-20 dated 26/08/2019.

Referring to your above Request for Quotation (RFQ), we, the undersigned, submit the compliance details of specification.

S.No	Item description	Complied/Not complied
1.	MS SQL Standard Database – 16 Core Licenses	

We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree for bid validity of 90 days.

We undertake, if our quotation is accepted, to complete the delivery in accordance with the delivery schedule specified in the bid.

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

We understand that you are not bound to accept the lowest or any quotation you may receive.

We clarify/confirm that we comply with the eligibility criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

We hereby certify that, we have not been black listed by any Government Dept/ PSU/ Banks.

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



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

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

**For (Authorized Signatory)**

Office Seal

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:





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**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:** RFQ for Supply, installation and maintenance of MS SQL Database software.**Ref:** 1. Your RFQ No. CO/ITD/934/R1/2019-20 dated 26/08/2019.  
2. Online reverse auction dated \_\_\_\_\_

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

**I: Price**

S.No.	Item Description	Quantity(a)	Unit Price(b)	Total Price(a*b)#
A.	MS SQL Standard Database – 16 Core Licenses with 2 years Software Assurance	1		
B.	3rd and 4 <sup>th</sup> year AMC/ATS	1		
C.	<b>Total (A+B) price quoted in the Online Reverse Auction</b>			

Total Rupees in Words: \_\_\_\_\_

# Price is inclusive of duties, levies 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)



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Company Seal  
Date

26/08/2019

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





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**Annexure -I**

**SELF DECLARATION – BLACKLISTING**

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 Quotation for Supply, installation and maintenance of MS SQL Database software.

**Ref:** Your RFQ No. CO/ITD/934/R1/2019-20 dated 26/08/2019.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

**Name:**



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**Annexure - II**  
**BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit its 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 Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

(Signature of the Bank)

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

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





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**Annexure -III****MANUFACTURER'S AUTHORIZATION FORM**

No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Indian Bank  
Corporate Office,  
Chennai.

Dear Sir

Bid Ref. No. CO/ITD/934/R1/2019-20 dated 26/08/2019.

We M/s. Microsoft are the sole manufacturer of products like Microsoft Office, Microsoft SQL Database etc. which can be procured through Microsoft Authorized partners.

We confirm that M/s \_\_\_\_\_ (*Name of Microsoft Authorized partner*), having its office at \_\_\_\_\_ (*Address of Authorized partner*) is a "Authorized partner" for Microsoft products in India. M/s. \_\_\_\_\_ (*Name of Microsoft Authorized partner*), possesses the requisite expertise and resources to supply, install, provide technical support and maintenance for the Microsoft products to you required by the contract.

Yours faithfully,

(Name)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent to do so.



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**Annexure -IV**  
**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., ... Between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Chennai 600 014 hereinafter "the Purchaser" which term shall wherever the context so require includes its successors and assigns of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) hereinafter called "the Supplier" which term shall wherever the context so require includes its successors and assigns 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:**

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 Price Schedule submitted by the Bidder;
  - (b) the Technical Specifications;
  - (c) the Conditions of RFQ;
  - (d) 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:


**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)

Signed, Sealed and Delivered by the  
said .....(For the Supplier)

in the presence of:.....

in the presence of:.....





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**Annexure -V****NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....201.. 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, AvvaiShanmugamSalai, 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 " " 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 supply and installation of computer systems including peripherals

The parties have entered into agreement dated \_\_\_\_\_ and established 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.

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.



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The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

### 3.Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party an made a reasonable effort to obtain a 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.





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**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**

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

**10. Dispute resolution mechanism**

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

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





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**11. Jurisdiction**

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

**12. Governing laws**

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

**BANK**

.....

**M/s.**