

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020



Request for Proposal (RFP) for

- (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment
- (b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement

Pre-Bid Meeting	27/10/2020 at 03:00 PM
Last Date for receipt of bids	11/11/2020 at 03:00 PM
Date and time of opening Technical bids	11/11/2020 at 03:30 PM

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



Table of Contents

Section	Particulars	Page No.
I	INVITATION FOR BIDS	3
II	CONDITIONS OF CONTRACT	19
III	INSTRUCTIONS TO BIDDERS FOR E-TENDERING	31
IV	BID FORM, PRICE SCHEDULES AND OTHER FORMATS	35

SECTION-I

INVITATION FOR BIDS (IFB)

Indian Bank invites quotations for Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment 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.

1. SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/ITD/DC/229/R1/2020-21 dated 19/10/2020
2)	Last date for seeking Pre-bid clarifications/ queries through email rajesh.jadon@indianbank.co.in ; neeraj.gupta@indianbank.co.in ; jayasankar.clbk@indianbank.co.in ; ankit.yadav@indianbank.co.in	23/10/2020 by 5:00 PM
3)	Pre Bid meeting	27/10/2020 at 3:00 PM
4)	Last Date & Time for submission of Bids in Online Mode	11/11/2020 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	11/11/2020 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: Account No.: 743848138 Account Name: INDIAN BANK,H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

		IFSC Code: IDIB000H003 Branch: Harbour 3. Integrity Pact 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	Rs.15,00,000/- (Rupees Fifteen lakhs 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)
8)	RFP Cost	Non-refundable Rs.10,000/- (Rupees Ten Thousand Only), 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	11/11/2020 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 RFP 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 https://indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in/tenders> and <https://indianbankeprocure.etenders.in> Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and paper publication will be done for the same.

Note: The tender is not splittable. Only one SI will be awarded with contract.

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

2. PRE-BID MEETING

A pre-bid meeting is scheduled to be held at the following address at 03:00 PM on 27/10/2020. 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.10,000/- (Rupees Ten 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.

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline 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.

rajesh.jadon@indianbank.co.in;
neeraj.gupta@indianbank.co.in;
jayasankar.clbk@indianbank.co.in;
ankit.yadav@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/tenders> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

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

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.

- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
- c. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- d. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- e. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- f. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- g. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- h. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

4. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this tender



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
 - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
 - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
 - c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
- a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
 - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
 - a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

5. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

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



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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

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

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

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

"Beneficial owner" will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

6. COST OF BID DOCUMENT AND BID SECURITY (EARNEST MONEY DEPOSIT)

Cost of Bid Document Rs.10,000/- (Rupees Ten 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.15,00,000/- (Rupees Fifteen Lakhs only) and valid for 135 days from the last date for submission of Bid in the format provided in Annexure -III, Bank may seek extension of Bank Guarantee, if required.

- I. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
 - II. The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.
 - III. The bidder will forfeit the Bid Security
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- Or
- b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

Both the demand draft towards cost of bid document and bank guarantee towards bid security have to be submitted offline on or before 11/11/2020, 03.00 PM to the address mentioned under schedule 5 of this tender.

7. PERFORMANCE SECURITY:

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 10% of the contract amount in the form of a Bank Guarantee valid for 75 months with further one month claim period.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.



8. 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.

9. FORMAT AND SIGNING OF BID

The person or persons signing the bid shall sign all pages of the bid document, except for un-amended printed literature.

Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

10. PROCEDURE FOR SUBMISSION OF QUOTATION

- Bidders should enrol/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 6 of this tender.
- 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.
- 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.
- 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,



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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.

- 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 RFP, 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 Hrs on 11/11/2020). The Technical quotations will be opened at 15:30 Hrs on 11/11/2020.

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

11.AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.
- b. All prospective bidders may check bank's website for amendment/s and it will be binding on them.

12. DOCUMENTS CONSTITUTING THE BID

The Part-I of the bid prepared by the bidder shall comprise the following components:

- a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted. As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

- i. that, the bidder has the financial and technical capability necessary to perform the contract;



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- ii. that, the bidder meets the qualification requirements.
- b) A bid form of the bid document as per format enclosed.
- c) Bid security (Earnest Money Deposit)
- d) Other documents as mentioned in checklist (Annexure-X)

The bank may, at its discretion, reject any bid document not accompanied by the above.

13. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS

- a. The bidder shall furnish, as Part-I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.
- b. The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - a) A detailed description of essential technical and performance characteristics of the goods;
 - b) An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

14.SCOPE OF THE PROJECT

The scope of the project includes Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment.

The detailed scope of work is mentioned below:

- 1. Supply, Installation, configuration and maintenance of Hardware & Software supplied as part of this bid.
- 2. Install and configure the VMware licenses provided as part of this bid.
- 3. The servers have to be configured in the Clusters as per Bank's requirement.
- 4. The following documents have to be provided.
 - a. Implementation/Installation document
 - b. User manual/Operation manual



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

5. Any other issues unforeseen now, but faced by the Bank during the contract period with respect to the supplied software subscription licenses should be sorted out by the vendor.
6. The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier shall test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware with software at all installation sites based on the scope of work which will be shared during implementation. Data / electrical cabling will be done by the Bank. The Supplier has to provide the power cables required to install the systems being supplied. Similarly, the data cable for monitors and other accessories need to be supplied by the supplier.
7. The Supplier has to provide reasonable assistance to the Bank for Bank's co-ordination with database provider and other application software provider for successful running of the applications after installation of the systems at installation sites
8. Shifting of the hardware as per Bank's requirement. Complete Details will be provided to the technically qualified bidders
9. As and when OS, New Firmware Version is announced, Supplier has to inform the bank and install the same without any financial implications during Warranty and AMC period.
10. The laying of Fiber cables, rack cable dressing and labelling should be done neatly without any financial implications.
11. Detailed documentation of installation and solution has to be provided after successful installation.
12. All cables and accessories to implement connectivity between Server, San Switches, LAN Switches & Storage to be provided.
13. Design and Deploy solution which will not impact VMs during Shifting of hardware from DR sites of IB and Allahabad Bank
14. VM Migration from evacuating datacentre
 - a. All Active VMs running on Evacuating datacenter should be migrated to new target site before Hardware shifting using vSphere Replication
15. VM Protection
 - a. Current protected VMs must be replicated and re-protected with the new target site before Hardware shifting
16. Migration and Protection Services – Supplier should provide complete migration plan and perform the migration.
17. VMware SRM and vSphere replication should be deployed and configured for migration and protection



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

15.SERVICES FROM VMWARE

1. **Implementation:** Services should be taken from VMware during design and implementation phase. Also, expertise of OEM should be taken while shifting of workloads from Lucknow & Hyderabad to Chennai & Mumbai respectively.
2. Onsite Health Check and Audit of VMWare environment
3. Environmental Stability - Optimize operations by providing best practices and performing periodic health checks for VMware Infrastructure
4. Automated data collection tool VMW infrastructure, inventory, configuration & utilization and provide quarterly trend forecast of utilization.
5. Provide vulnerability analysis and remediation for VMware Products
6. Provide guidance and procedure for upgrades for VMware Products
7. Skills gaps, training, Roadmap awareness of VMware Products
8. Improved management of support requests - Issue coordination, escalation and resolution
9. Vendor should provide TAM Service one day a week minimum post completion of implementation phase

16.ELIGIBILITY CRITERIA

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

- The Bidder should be Public/Private Limited Company and should be in existence in India for the last 3 years (as on 31.03.2020).
- The Bidder should be Net profit earning organization in each of the last three financial years. (2017-18, 2018-19, 2019-20)
- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks.
- The Annual turnover should be more than Rs. 150 crores for each of the last three financial years. (2017-18, 2018-19, 2019-20)
- The Bidder should have supplied minimum of 20 Intel processor based servers of the make quoted in the bid to Banks/ Financial Institutions/ Government Organizations in India in each of the last three financial years.
- The bidder should be an Authorized reseller of Hardware, Microsoft, VMware and Arcserve for supplying license and authorized by OEMs to quote for this project.
- The bidder should have service center in Chennai. The Postal Address of the service center along with proof of address should be provided with the bid.
- Vendor should have implemented VMware vCloud Suite environment with minimum 10 nodes in last two financial years (2018-19, 2019-20).
- Either bidder or OEM can participate in the Bid but not both.

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

17.EVALUATION

- General evaluation
 - a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
 - b. Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - ii. If there is a discrepancy between words and figures, the amount in words will prevail.

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

- c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- Technical evaluation
The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree all the Other Terms and Conditions mentioned in the PART I.
- Commercial evaluation
Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.

18.NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 bidder.

19.SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank. (As per format provided in Annexure IV)



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

20.ACCEPTANCE OF PURCHASE ORDER

Acceptance of purchase order should be submitted within 5 working days of purchase order along with authorization letter. If for any reason L1 (Lowest) bidder backs out after issuance of purchase order or the purchase order issued to the L1 (Lowest) bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.



SECTION II CONDITIONS OF CONTRACT

1. DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipment's.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2** The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

3. PATENT RIGHTS

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

4. PROJECT MILESTONE AND TIME LINE

- Total time for Delivery and Installation for hardware should not exceed ten (10) Weeks from the date of Purchase Order.
- The Software licenses are to be delivered within one (1) week after all the hardware have been installed at the respective sites and are ready for software installation and configuration.
- Post Installation and configuration of VMware environment as per Bank's requirement. IT Infrastructure to be shifted and re-configured as per Bank's scope in four (4) weeks. List of IT equipments to be shifted will be shared with bidder who will qualify against the eligibility criteria of this project.

5. WARRANTY/ANNUAL MAINTENANCE CONTRACT (AMC)

- The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Bank's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for thirty nine (39) months after the date of receipt of shipment at the destination, whichever period concludes earlier. Necessary documents should be provided for back to back support from respective OEMs. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Bank. All the supplied Hardware and software have to be covered under back to back support from the respective OEMs for the full contract period.
- After completion of warranty period of three Years, further AMC for three years to be provided with terms & conditions as per warranty.
- Software should be provided with 6 years support except Microsoft Windows Datacenter



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- Microsoft SQL Enterprise software licenses should have the Software Assurance of 6 Years (2 + 2 +2 Years) from the original equipment manufacturer (OEM) from the date of delivery of software to the bank.
- Bank reserves the right to renew the SA/ATS for the software from the OEM through other vendor or the same vendor (successful bidder) at mutually agreed rate after contract period.

6. MAINTENANCE AND SUPPORT

- 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*365 onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- 99% up time to be maintained, calculated on a 24*7 basis per month for all equipment supplied. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of complete solution. The same would be deducted from the AMC/ATS charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards ATS/AMC, bank reserves the right to invoke the performance security submitted by the successful bidder.
- Response with Level 1 diagnosis - 2 hours (telephonic or onsite), Uptime – 99 % uptime average on monthly basis for the solution, Resolution - Within 8 hours on Site

7. INSURANCE

- The goods supplied shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.
- The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. Any damage happen to the equipment due to non-availability of storage cum erection policy, the supplier has to bear the losses.

8. PLACE OF DELIVERY

Delivery Locations are in Chennai and Mumbai. Complete address will be provided in the Purchase Order. Shifting of the hardware will be done from Hyderabad and Lucknow to Mumbai and Chennai respectively.

9. PAYMENT TERMS

I. Payment for Hardware:

- **On Delivery:** Seventy (70)% of the price of the Hardware delivered will be paid within 30 days of submission of Invoice copy and Proof of delivery duly counter



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.

- **On Installation & Configuration:** Twenty (20)% of the price of the Hardware delivered and installed will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative
- **On Shifting & Reconfiguration:** Ten (10)% of the price of the Hardware delivered and installed will be paid on completion of shifting and reconfiguration activities (as per scope provided by the Bank). Payment will be released on submission of sign-off certificate duly counter-signed by the Bank's Representative

II. Payment for Software:

- **On Delivery:** Eighty (80) % of the price of the software delivered will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative.
- **On Installation & Configuration:** Twenty (20)% of the price of the software delivered and installed will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative

TDS will be deducted for the payment, if applicable.

III. Payment for Services from VMware

- **Implementation Services:** 100% of the Cost will be paid post implementation sign off by the bank post shifting of the equipment and reconfiguration
- **Onsite Health Checkup:** Payment for TAM Services will be annually in advance post implementation period of the project

IV. Subsequent AMC Payment

- Subsequent SA Payment for Microsoft SQL Enterprise software licenses for 4 years (3rd, 4th, 5th and 6th year) will be made at the beginning of 3rd year and 5th year respectively.
- Subsequent ATS/AMC Payment for 2nd, 3rd, 4th, 5th and 6th year for VMware and Arcserve software licenses will be made annually in advance.
- Post warranty, AMC for the hardware supplied will be payable annually in arrears viz. for 4th, 5th and 6th year.

TDS will be deducted for the payment, if applicable.

10. LIQUIDATED DAMAGES

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed in time, the Bank may consider termination of the contract.

11. CHANGE ORDERS

- The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following :
 - a. the method of shipment or packing;
 - b. the place of delivery; and / or
 - c. the Services to be provided by the Supplier;
- If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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



13. 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 :

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition

14. FORCE MAJEURE

1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

15. TERMINATION FOR CONVENIENCE

The Purchaser, by 90 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



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

16. SETTLEMENT OF DISPUTES

- 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.
- 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.
- 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



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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.

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

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

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

- Notwithstanding any reference to arbitration herein,
 - 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.

17. ADOPTION OF INTEGRITY PACT

- i. The Pact essentially envisages an agreement between the prospective bidders and the Purchaser, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- ii. Only those bidders, who commit themselves to the above pact with the Purchaser, shall be considered eligible for participate in the bidding process.
- iii. The Bidders shall submit signed Pre Contract integrity pact. Those Bids which are not containing the above are liable for rejection.
- iv. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- v. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- vi. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- vii. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- viii. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- ix. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Purchaser are as under:

1. Shri Balraj Joshi, Ex-CMD, NHPC (Retd) Email: balarajjoshi@hotmail.com	Shri. Brahm Dutt, IAS(Retd) Email: dutt.brahm@gmail.com
--	--

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

19. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

20. INDEMNITY CLAUSE

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

21. IT ACT 2000

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

22. 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.

23. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

24. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

25. BANK'S RIGHT TO ACCEPT/REJECT QUOTE(S):

- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

26. GENERAL TERMS

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Three Years onsite warranty with 24/7 Support with 99% Uptime on Monthly basis for the hardware.
- Any other equipment, devices required to install above hardware need to be provided and installed without any financial implications.
- All the hardware supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
- All equipment supplied should be factory assembled.
- Call logging facility to be made available on 24*7 basis
- Make and Model of the quoted products should be furnished.
- Part numbers for Hardware and System Software components should be furnished
- Supplier has to provide onsite Annual Maintenance Cost in total for three years after the completion of three years warranty for proposed hardware procured against this tender.
- Supplier has to install and reinstall (if needed) all the hardware without additional cost to the bank.
- Supplier has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote. Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements
- Quarterly health check of the hardware supplied, to be carried out without fail by the Supplier.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- End of Support to be informed at least 6 months in advance
- All the proposed systems should be available for upgrade for 3 years and support for 6 years from date of installation.
- End of Marketing should not be declared for the equipments quoted in the bid at the time of submission.

27. 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.



28. RIGHT TO ALTER QUANTITIES

The Bank may at its discretion,

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

29. AUTHORIZATION LETTER FROM OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM). If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

SECTION III

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.

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 9. 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

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) 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
- c) 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
- d) 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
- e) 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.



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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

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 Part 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.



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 11/11/2020, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Request for Proposal (RFP) for (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment (b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement" and the words 'DO NOT OPEN BEFORE (11/11/2020 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.



SECTION IV

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

Table of Contents

Sr. No	Particulars
1	Part-I (TECHNICAL SPECIFICATIONS)
2	Part II (COMMERCIAL BID)
3	ANNEXURE I (BID FORM)
4	ANNEXURE II (SELF DECLARATION- BLACKLISTING)
5	ANNEXURE III (BID SECURITY FORM)
6	ANNEXURE IV (CONTRACT FORM)
7	ANNEXURE V (PERFORMANCE SECURITY FORM)
8	ANNEXURE VI (PROFORMA OF INSTALLATION CERTIFICATE)
9	ANNEXURE VII (NON DISCLOSURE AGREEMENT)
10	ANNEXURE VIII (MANUFACTURERS' AUTHORIZATION FORM)
11	ANNEXURE IX (INTEGRITY PACT)
12	ANNEXURE X (CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER)

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

PART-I
TECHNICAL SPECIFICATIONS

Date:

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

Dear Sir,

Sub: Request for Proposal (RFP) for (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment
(b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement

Ref: Your RFP No.CO/ITD/DC/229/R1/2020-21 dated 19/10/2020.

Referring to your above Request for Proposal (RFP), we submit the compliance details for Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment, as mentioned below:

TECHNICAL SPECIFICATION

1) Blade Chassis (Quantity will be provided by bidder on the basis of maximum blade server occupancy)

Make:

Model:

Sr. No.	Features	Specifications	Complied (Yes/No)
1	Form Factor	Blade Chassis to house at least 8 blade servers and maximum 14 blade servers.	
2	Chassis Connectivity	The Chassis must have Server Side 10/25 Gig Ethernet and 32 Gig Fiber Channel Redundant Connectivity	
		The Enclosure should have at least 2 Nos of redundant network switches with at least 8 x 10/25 Gig uplink ports per Module, Up-linkable to the Data Centre Switch.	
		The Enclosure should have at least 2 Nos. of redundant Fibre Channel switches each having minimum 2 external QSFP port (each having 4 ports of 32 Gbps). The fiber cable to connect the Chassis to the SAN Director has to be provided by the bidder.	

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Sr. No.	Features	Specifications	Complied (Yes/No)
3	Ports	Chassis should support for a minimum of 1 Nos of USB 3.0 Ports or Higher	
4	Midplane	Chassis should have a passive mid plane for providing connectivity of the Shared resources to the Compute Nodes in a highly Reliable Manner.	
5	Power Modules	Enclosure should be fully populated with hot pluggable power supplies of highest capacity available and supported by the Blade Enclosure. Power Supplies should support N+N as well as N+ 1 redundancy without any Performance impact on the Servers when the Blade enclosure is fully populated with all the Blade Servers (without CPU Throttling), where N should be greater than 1. PDUs to be provided by the OEM as per the requirement. Power Supplies should be the Platinum Power Supplies	
6	Chassis Management Module	Solution should provide management capabilities to manage controlling Power, Fan Management, Chassis and Compute node initialization, Switch Management, Resource discovery and Inventory Management, Resource Alerts and monitoring Management, Chassis and Compute Node Power Management and Security policy management and Role-based access control. Should have Hot Pluggable & Redundant Chassis Management Modules. Support simultaneous remote access for different servers in the Enclosure	
7	Support for Multiple Platform	Should provide support for multiple platforms in x86 Servers within the same enclosure	
8	Cooling	Chassis should be supplied with Fan Modules and all the slots for fan module should be populated.	
9	Alerts	The Server should be able to alert impending failures on maximum number of Components. The Components covered under alerting Mechanism should at least include Server Components, Switch Components and Chassis Components. It should also be able to provide "Call Home" Type of Alert.	
10	Integrated Management User Interface	The Proposed Solution should have an Integrated Management for Servers, Networking and other available hardware resources in the Solution for managing using GUI. Management/Controlling software have to be from the respective OEM's itself	
11	Management	All Required System Software has to be from the OEM itself	
		Complete GUI with view of the Individual blade Chassis, multiple Chassis in a rack, blade servers,	

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Sr. No.	Features	Specifications	Complied (Yes/No)
		power consumption at chassis level and Blade Level. Management-Comprehensive web enabled system management tools that monitor the system health, environment, critical action etc, With its own data engine to store Status Reports, Alerts and Error Notifications.	

2) Blade Servers - 62 Nos. (32 no. for Data Center, Chennai & 30 no. for DR site, Mumbai)

Sr. No.	Features	Specifications	Complied (Yes/No)
1.	Model Name	All the relevant product brochures and manuals must be submitted	
2.	Processor	Intel® Xeon® Platinum – 8380HL, 2.90 GHz, 38.50 MB cache, 28 Cores	
3.	No of CPU-Min	Machine to be supplied with 2 Processor (Total 56 Core)	
4.	No of Sockets-Max	2	
5.	Chipset	Intel Chipset C620 series or above	
6.	DIMM Slots	16 or Higher	
7.	Memory Configuration	The System has to be supplied with at least 1024 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 64 GB DDR4 Modules	
8.	SCSI Controllers	Integrated Hardware RAID Controller to supports RAID 0, 1.	
9.	Disk Drives	2 x 480 GB, 12 Gbps hot-plug SSD Disk Drive	
10.	Ethernet Adapter & Fiber Channel HBA Connectivity	Server should be configured with redundant Fiber (32 Gbps) & Ethernet port (10/25 Gig) with support for load balancing & failover. Additional NIC dedicated for Remote Management. There should be scope, in case Bank decides to increase the NIC/Fiber ports per blade / chassis.	
11.	Ports	At least One (1) USB 3.0 connector or higher for security key devices and USB drive keys	
12.	Expansion Slots	Minimum of 2 PCI-e based x8/x16 slots supporting Ethernet/FC adapters	

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Sr. No.	Features	Specifications	Complied (Yes/No)
13.	Failure Alerting Mechanism	The server should be able to alert impending failures on maximum number of components. The components covered under alerting mechanism should at least include Processor, memory and HDDs	
14.	OS Support	Windows Server 2016 or Latest Windows Server Operating System, SUSE Enterprise Linux 10 and Higher, RHEL Linux 7 and higher, VMWARE ESXi latest edition	
15.	Manageability	Should support unified management suite that can monitor and manage all the servers from the Vendor deployed in our data center.	
16.	Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet explorer)	
		Hardware based and OS independent remote management. Remote management should support remote power on/off of the server and should have the capability to boot the blade server from a remote CD-ROM drive or an image of the same.	
		Should be possible to remotely manage each blade server individually. Should support access rights for administrators for each blade server individually. Should be able to manage multiple blades in the same enclosure at the same time.	
		All the functionality mentioned in this clause has to be delivered through management module of either the chassis or the blade servers.	

3) Rack Servers – 6 Nos. (3 nos. for Data Center, Chennai & 3 nos. for DR site, Mumbai)

Sr. No.	Features	Specifications	Complied (Yes/No)
1.	Model Name	All the relevant product brochures and manuals must be submitted	
2.	Processor	Intel® Xeon® Gold –5215 2.50 GHz, 13.75 MB cache, HT, 10 Cores	

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Sr. No.	Features	Specifications	Complied (Yes/No)
3.	No of CPU-Min	Machine to be supplied with 2 Processor (Total 20 Core)	
4.	No of Sockets-Max	2	
5.	Chipset	Suitable Intel C620 series or above	
6.	DIMM Slots	16 or Higher	
7.	Memory Configuration	The System has to be supplied with at least 512 GB RDIMM (operating @2400 MHz or higher) using 32 GB DDR4 Modules	
8.	RAID Controller	RAID Controller Support RAID Levels 0,1,5,10 with hot-spare disk configuration feature	
9.	HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	
10.	HDD Required	The System should be supplied with 2 nos. of 600 GB SAS 12gbps and should be configured in RAID 10 with hot spare	
11.	PCI Slot Compatibility	6 PCI-Express 3.0 Slots or Higher.	
12.	Network	2 nos. of 10/25 Gig dual port Ethernet card with Trans-receiver and 5 m FCoE cables	
13.	Ports	4 or more USB 2.0/3.0 Ports to be supported	
14.	Rails	Should provide rack mounting kit and Rails to mount the server on Rack	
15.	Form Factor	Rack Mountable, 2U or lower	
16.	HBA Card	Two numbers of Dual Port 32 Gbps Fibre Channel HBA to connect to SAN Switches	
17.	OS Support	Windows Server 2016 or Latest Windows Server Operating System, SUSE Enterprise Linux 10 and Higher, RHEL Linux 7 and higher, VMWARE ESXi latest edition	
18.	Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
19.	Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to network switch, SAN (fiber), etc. should be supplied.	

Sr. No.	Features	Specifications	Complied (Yes/No)
20.	Remote Management	Should be possible to manage the servers and get access to critical information about the health of the server from any remote location with just the help of a standard Web browser (Internet explorer)	
		Integrated management ASIC with dedicated RJ45 port providing out of band access	
		Hardware based and OS independent remote management. Remote management should support remote power on/off of the server and should have the capability to boot the server from a remote floppy or CDROM drive or an image of the same.	
		Should be possible to remotely manage each server individually. Should support access rights for administrators for each server individually.	

4) Rack – 5 Nos. at Data Center, Chennai and 5 Nos. at DR site, Mumbai

S. No.	Specification	Complied (Yes/No)
1.	All the relevant product brochures and manuals must be submitted	
2.	Rack should be same make as that of Chassis/server make i.e. OEM make	
3.	Standard 42U front & back door and side panels, holes should be evenly distributed from top to bottom to permit adequate airflow, preferably black Color.	
4.	Rack doors should having locking arrangements both front panel and rear panel	
5.	Adequate clearance between the installed rack component and the side panels of the rack	
6.	One number Earthing Kit, One number Cable Manager Horizontal 1U	
7.	The bidder should provide 4 (four) nos. of Power Distribution Units (PDU) - PDU should have a 32A MCB, a neon Indicator, 8 x IEC C13 Sockets (5 A / 15 A) and at least 3.0 meter cable for connection to the external power source	
8.	Castors (One set of 4), two numbers mounting hardware (Each Pack of 10)	

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

S. No.	Specification	Complied (Yes/No)
9.	The bidder shall have to mount new as well as existing servers in the rack and will have to provide the rack mounting kit accordingly	
10.	Compliance to EIA-310-D standard	
11.	Supporting 1000 Kgs load. Bottom cover with knock out holes for cable entry to be provided	
12.	Copper based Electrical Grounding / Earthing Strip	
13.	Rack should be provided with Blanking plates covering all 42 U in combination of 1U and 2U.	
14.	Adjustable screw legs – 4 No	

5) Software Bill of Material

Sr. No.	Software Name	License Requirement	Remarks	Complied (Yes/No)
1.	Windows Server 2019 Datacenter Edition (2 core pack) without SA	956	Core Based Licensing	
2.	MS SQL Enterprise (2 core Pack) with 6 years SA	19	Core Based Licensing	
3.	Backup Software - CA Arcserve UDP Premium edition with 6 years ATS	114	Socket based licensing	
4.	vCloud Suite standard with 6 years ATS	70	Socket based licensing	
5.	SRM Enterprise with 6 years ATS	3	Pack of 25 VM	
6.	SRM Standard to Enterprise upgradation with 6 years ATS	2	Pack of 25 VM	
7.	Upgradation of vSphere 6 standard to vCloud Suite Standard with 6 years ATS*	8	Socket based licensing	
8.	Upgradation of vSphere with Operations Management Enterprise Plus to vCloud Suite Standard with 6 years ATS*	120	Socket based licensing	

*License details will be shared with bidders qualifying against General Eligibility Criteria of bid

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Consolidated Hardware Requirement

Sr. No.	Description	DC Site	DR Site
1.	Blade Chassis (Min 8 Slots and Max 14 slots)	To be quoted by bidder (To accommodate 32 blades)	To be quoted by bidder (To accommodate 30 blades)
2.	Blade Server (56 Cores/1024 GB RAM)	32	30
3.	Rack Server (20 Cores/512 GB RAM)	3	3
4.	42U OEM Rack	5	5

Other Terms and Conditions:

- 1) Bidder has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.
- 2) Bidder has to provide 3 years warranty and 3 years AMC support services for all the hardware supplied.
- 3) Bidder has to provide support & subscription for all software licenses (including Microsoft software licenses) supplied by the bidder for a period of 6 years.
- 4) As and when OS/Storage/VMware/Database Patches, new Firmware Version is announced, Bidder has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- 5) Any future releases/Version upgrades of OS/VMware and related system software, firmware of the systems to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period
- 6) The laying of Fiber cables, FCoE cables, rack cable dressing and labeling should be done neatly without any financial implications by the bidder.
- 7) Detailed documentation of installation and solution has to be provided after successful installation
- 8) All cables and accessories to implement connectivity between Server, SAN Switches, Core Switches & Storage to be provided by the bidder.
- 9) VMware vSphere, VMware vCenter, VMware SRM, Arcserve, MSSQL Server and RHEL will be upgraded to latest compatible versions available during the entire contract period.
- 10) The bidder shall provide perpetual license for software solution.

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)



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

(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.

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:



PART-II

COMMERCIAL BID
(To be submitted after online reverse auction)

Date:

To,

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

Dear Sir,

Sub: Request for Proposal (RFP) for (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment
(b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement

Ref: 1. Your RFP No. CO/ITD/DC/229/R1/202021 dated 19/10/2020.
2. Online reverse auction dated _____

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

I. Hardware with three years warranty and three years AMC:

Sr. No.	Item Description	Qty.	Unit Price with 3 years warranty (Rs.) (B)	Total Hardware Cost (Rs.) (C)	AMC Price (Rs.)				Total Price (Rs.) H = C+G
		(A)			4th year AMC (D)	5th Year AMC (E)	6th Year AMC (F)	Total AMC (G)	
1.	Blade Chassis (Min 8 Slots and Max 14 slots)	To be quoted by bidder (To accommodate 32 blades at DC & DR Site each)							
2.	Blade Server (56 Cores/ 1024 GB RAM)	62							
3.	Rack Server (20 Cores/ 512 GB RAM)	6							
4.	42U OEM Rack	10							
TOTAL									

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

II. Software License with 6 years AMC/ATS:

Sr. No.	Item Description	Qty . (E)	Unit Price in Rs. (F)	Total License Cost in Rs. (G)	AMC/ATS Cost of Software in Rs.						Total AMC/ATS in Rs. N = E* (H+I+J+K+L+M)	Total Price In Rs. O= (G+N)
					1 st year cost per unit (H)	2 nd year cost per unit (I)	3 rd year cost per unit (J)	4 th year cost per unit (K)	5 th year cost per unit (L)	6 th year cost per unit (M)		
1.	Windows Server 2019 Datacenter Edition (2 core pack) with out SA	956			Nil	Nil	Nil	Nil	Nil	Nil		
2.	MS SQL Enterprise (2 core Pack) with 6 years SA	19										
3.	Backup Software - Arcserve UDP Premium edition with 6 years ATS	114	--	--								
4.	vCloud Suite standard with 6 years ATS	70	--	--								
5.	SRM Enterprise	3 pack of 25 VMs										
6.	SRM Standard to Enterprise upgradation	2 pack of 25 VMs										
7.	Upgradation of vSphere 6 standard to vCloud Suite Standard	8										
8.	Upgradation of vSphere with Operations Management Enterprise Plus to vCloud Suite Standard	120										
	TOTAL											

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

III. Service from VMware

Sr. No.	Description	Amount in Rupees#
1.	Implementation Service	
2.	Onsite Health Checkup (2021-22)	
3.	Onsite Health Checkup (2022-23)	
4.	Onsite Health Checkup (2023-24)	
5.	Onsite Health Checkup (2024-25)	
6.	Onsite Health Checkup (2025-26)	

IV. Summary

Sr. No.	Description	Amount in Rupees#
1	Cost of Hardware (H) (As per Total of item I)	
2	Cost of Software (O) (As per Total of item II)	
3	IService from VMware (As per Total of item III)	
	Grand Total (Total of S. No. 1, 2 and 3)	

Total Cost for Hardware and Software Solution: Rs.

Total Rupees in words: _____

Price is inclusive of all duties, levies, freight, insurance, Warranty, AMC etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

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

Signature of the Vendor

(Authorized Signatory)
Company Seal
Date:

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



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

ANNEXURE -I

1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

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

Sub: Request for Proposal (RFP) for (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment
(b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement

Ref: CO/ITD/DC/229/R1:2020-21 dated 19/10/2020

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

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We



Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

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

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

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 2020

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



ANNEXURE-II

SELF DECLARATION – BLACKLISTING

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

Dear Sir,

Sub: Request for Proposal (RFP) for (a) Supply, Installation and Maintenance of Hardware (Chassis, Server etc.) and related Software Licenses required for applications hosted in Virtualization Environment
(b) Shifting of Existing IT Infrastructure and Re-Configuration as per Bank's requirement

Ref: Your RFP No. CO/ITD/DC/229/R1/2020-21 dated 19/10/2020.

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:



ANNEXURE - III

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 Authorized Official of 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.



ANNEXURE-IV
CONTRACT FORM

THIS AGREEMENT made theday of.....2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO/ITD/DC/229/R1:2020-21 dated 19/10/2020 for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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



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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE

TOTAL VALUE:

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

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

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

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



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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

ANNEXURE-V
PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf
of the Supplier, up to a total of
(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your
first written demand declaring the Supplier to be in default under the Contract and without
cavil or argument, any sum or sums within the limit of (Amount of
Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for
your demand or the sum specified therein.

This guarantee is valid until theday of.....2020

Signature of Authorised Official with Seal

.....

Date.....2020

Address:.....

.....

NOTE:

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 75 months and claim period is One month as per Clause 7 (Performance Security) of condition of contract.

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

ANNEXURE-VI

PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT

Date:

Sub: Certificate Of Completion Of Milestone For Delivery and Installation Of Hardware And Software Licenses Supplied.

Ref: Purchase Order No.

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

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

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

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

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

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

or

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

- (a)
- (b)

Signature _____

Name _____

Designation with date and stamp _____

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

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

(b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

(c) In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

ANNEXURE-VII
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2020 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the "**BIDDER**" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring computer systems and peripherals for its branches

M/s..... Limited has been engaged in the business of data migration

The parties have entered into agreement dated _____ for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of business relationship, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

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

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

3. Exemptions

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

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

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

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

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

5. Title and Proprietary rights

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

6 .Return of confidential information

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

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Governing laws

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

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

BANK

.....

M/s

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Annexure - VIII

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated

To

Dear Sir:

Quote Document No. _____ dated _____

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

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

Yours faithfully,

(Name)

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Annexure - IX

INTEGRITY PACT

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

and

..... Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Supply, Installation and Maintenance of 170 Nos. of IP Telephones with Centralized Management and Control Infrastructure. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitment of the Bidder(s)/Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

--

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

-

ANNEXURE-X

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

Sr. No.	Criteria	Documents are to be submitted along with bid
1.	The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2020).	Copy of the Certificate of Incorporation/ Certificate of Commencement of Business issued by the Registrar of Companies.
2.	The Bidder should be Net profit earning organization in each of the last three audited Financial years. (2017-18, 2018-19, 2019-20)	Copy of audited Balance Sheet for last three financial years to be submitted i.e., 2017-18, 2018-19, 2019-20
3.	The Annual turnover should be more than Rs. 10 crores for each of the last three financial years. (2017-18, 2018-19, 2019-20)	Copy of audited Balance Sheet for last three financial years to be submitted i.e., 2017-18, 2018-19, 2019-20
4.	The Bidder should have supplied minimum of 20 Intel processor based servers to Banks/ Financial Institutions/ Government Organizations in India in each of the last three financial years.	Copy of Purchase Orders and reference contact details to be submitted
5.	The bidder should be an Authorized reseller of Hardware, Microsoft, VMware and Arcserve for supplying license and authorized by OEMs to quote for this project.	Copy of partnership certificate from OEM.
6.	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently	Self-Declaration as per Annexure-II should be attached for non-black listing.
7.	The bidder should have service center in Chennai.	The Postal Address of the service center along with proof of address should be provided with the bid.
8.	Vendor should have implemented VMware vCloud Suite environment with minimum 10 nodes in last two financial years (2018-19, 2019-20).	Copy of Purchase Orders and reference contact details to be submitted
9.	Bid Form	Bid Form signed by the Authorized Official of the Bidder should be attached as per Annexure-I
10.	DD for Application Form	Rs.10,000/- in the form of Demand Draft.

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

Ref: CO/ITD/DC/229/R1/2020-21

19/10/2020

Sr. No.	Criteria	Documents are to be submitted along with bid
11.	BID Security Form (Bank Guarantee only)	Bank Guarantee of Rs.15,00,000/- as per Annexure III.
12.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder