

REF: HO:TMD:PG:285:2011-12 DATED :27.08.2011

**BIDDING DOCUMENT  
FOR  
PROCUREMENT OF CBS HARDWARE FOR  
100 PROPOSED NEW BRANCHES**

**Dated 27.08.2011**

**Date of Pre-Bid Meeting: 05.09.2011(11.00 AM)**

**Last Date for Submission of BID: 23.09.2011 (4.00 P.M.)**

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**SECTION - I**  
**INVITATION FOR BIDS (IFB)**

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1. Indian Bank is a premier nationalised Bank with over 1919 Branches and having a business of over Rs.1,92,000 Crores. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through one branch each in Singapore and Colombo and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has installed 1192 ATMs, introduced Debit Cards, Credit Cards and Exclusive Credit Card “Bharat Card” for common man – first of its kind in the banking industry. Bank is providing access to over **80,000** ATMs across the country through consortium arrangements. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments. .
2. It invites sealed bids from eligible bidders for the supply, installation and commissioning of hardware, operating system and other peripherals to its Branches proposed to be opened. Part-I of the Bid document will consist of Technical Details and should be submitted manually and Part II will be through Online Reverse Auction Process.
3. Interested eligible bidders may obtain further information from Indian Bank, at the address given below and inspect the bidding documents from Indian Bank at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays.
4. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application to the address given below and upon payment of a non-refundable fee of INR 5000/- in the form of a Demand Draft or Banker’s Cheque in favour of Indian Bank payable at Chennai. Courier charges INR 200/- for delivery within India, to be sent along with the application. The documents can be collected in person or will be sent by courier.

**Assistant General Manager**  
**Indian Bank,**  
**Head Office,**  
**Technology Management Department**  
**66, Rajaji Salai,**  
**Chennai, PIN 600 001, India.**  
**Phone: 91 044 25210327, 25250155;**  
**E-Mail- [agmtmd@indianbank.co.in](mailto:agmtmd@indianbank.co.in); [purchases.tmd@indianbank.co.in](mailto:purchases.tmd@indianbank.co.in);**  
**[hosystems@indianbank.co.in](mailto:hosystems@indianbank.co.in)**

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5. The Bidding documents in English may also be downloaded from our Web Site [www.indianbank.in](http://www.indianbank.in) from **27.08.2011 to 23.09.2011**. In such cases, the bidder shall submit the bid along with a Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai for Rs.5000/- (non-refundable). Bids submitted without the above DD or Banker's Cheque will not be considered. 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 sending the cost of bid document ie. Rs.5000/- (non-refundable) by way of Demand Draft or Banker's Cheque 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.
6. Bids must be delivered to the address given below, on or before 16.00 hours IST on **23.09.2011** and must be accompanied by a security of **INR 9,00,000/- (Rs.nine lakhs only)**. Late Bids will summarily be rejected. Part I of the Bid (consisting of Specification as per Annexure I, Bid Form, Bid Security Form, Manufacturer's Authorisation Form, Performance Statement, Qualification Application, Service Support Details, Technical Detail Form, Downtime Details and Undertaking of Authenticity for Desktop & Server etc) will be opened by the Bank at 16.30 hours IST on 23.09.2011 in the presence of Bidders' Representatives. Interested Bidders may send their representative to participate in the Bid Opening Process. Then the technical bid will be evaluated. After technical evaluation, only the eligible bidders will be communicated of the date and time of Online Reverse Auction Process for participating in the commercial bid.
7. Please note that
  - (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
  - (ii) The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any proposal without assigning any reason therefor.

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## SECTION – II

### INSTRUCTIONS TO BIDDERS

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#### 1. Introduction:

1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk.

#### 1.2 Pre-bid Meeting:

a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **05.09.2011**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,  
Head Office  
66 Rajajai Salai  
Chennai, PIN 600 001.**

b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

**c. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting.**

d. 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 our web site and informed to all purchasers of the bidding documents.

#### 2. Amendment of bidding documents

2.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.

2.2 All prospective Bidders may check Bank's web site for amendments and it will be binding on them.

#### 3. Documents constituting the bid

3.1 The Bid prepared by the Bidder shall comprise the following components:

##### 3.1.1 Technical Bid – Part I of the bid document

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

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As part of its technical 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 its bid is accepted, shall establish to the Purchaser's satisfaction:

- a. that, the Bidder has the financial and technical capability necessary to perform the Contract;
- b. that, the Bidder meets the qualification requirements

**3.1.2** A Bid Form of the bid document as per format enclosed.

**3.1.3** Bid security (Earnest Money Deposit)

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

#### **4. Documents establishing goods' conformity to Bidding Documents**

4.1 The Bidder shall furnish, as part I of its bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

4.2 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.

#### **5. Bid Security (Earnest Money Deposit)**

5.1 The Bidder shall furnish, as part of its bid, a bid security in the form of a Bank Guarantee issued by a Scheduled Indian Bank or Foreign Bank located in India, in the form provided in the Bidding Documents for a sum of **Rs.9,00,000/- (Rs. nine lakhs only)** and valid for forty five days (45) days after the validity of the bid(i.e. Bid validity 90 days + 45 days = 135 days);

5.2 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Purchaser.

5.3 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

5.4 The bidder shall liable for forfeiture of Bid Security,

- a. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form

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Or

- b. in the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish performance security.

**6. Period of validity of bids**

- 6.1 Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

**7. Format and signing of Bid**

- 7.1 The person or persons signing the bid shall sign all pages of the bid, except for unamended printed literature.
- 7.2 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the Bid.

**8. Sealing and marking of Bids**

- 8.1 The Bidder shall seal the Part I of the bid in separate envelopes, duly marking the envelopes as Procurement of Hardware for 100 Branches “– PART I – Technical”. “PART II – Commercial” will be called through Online Reverse Auction Process.

- 8.2 The envelopes shall:

- a. be addressed to the Purchaser at the address given below;

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

- b. bear the Project name and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified below.

**9. Deadline for submission of Bids**

Deadline for bid submission is **23.09.2011** 16.00 hours IST

In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 9.1 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



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- 9.2 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will summarily be rejected and returned unopened to the Bidder.

## **10. Opening of bids by purchaser**

- 10.1 The bids (PART-I) will be opened in the presence of bidders' representatives.
- 10.2 The technically qualified Bidders will be intimated to participate in the Online Reverse Auction Process (PART II), to identify L1 Bidder. Online Reverse Auction procedures and timings will be advised separately. Technically qualified Bidders will be advised on the modus operandi for this purpose and Bidders will have to abide by the E-business rules.
- 10.3 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

## **11. Clarification of Bids**

- 11.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

## **12. Evaluation Criteria**

### **12.1 General evaluation**

- 12.1.1** The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 12.1.2** The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 12.1.3** Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

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## **12.2 Technical evaluation**

**12.2.1** The Bidder should satisfy all the qualification criteria mentioned in Section V of this bid.

**12.2.2** The systems offered should meet all the technical specifications as stipulated in the bid.

**12.2.3** The bidder should extend support for the quoted systems for minimum of six years.

## **12.3 Commercial evaluation**

**12.3.1** Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify L1 vendor for awarding contract.

**12.3.2** The comparison shall be between the price quoted inclusive of all duties of the goods offered and AMC for 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> year (exclusive of Octroi/Entry Tax/Service Tax).

## **13. Purchaser's right to accept any bid and to reject any or all bids**

**13.1** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

## **14. Purchaser's right to vary quantities at time of award**

The Purchaser reserves the right at the time of awarding contract to increase or decrease, by 25%, the quantity of goods and services originally specified in the schedule of requirements (Item No. 5 of Section IV) without any change in unit price or other terms and conditions.

## **15. Signing of Contract**

**15.1** At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

**15.2** Within 10 (ten) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

## **16. Performance Security**

**16.1** On receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

**16.2** Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for the

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annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids without assigning any reason.

### **17. Awarding of Contract**

The purchaser reserves the right to split orders to L1 & L2 Bidders in 60:40 ratios, geographically distributed, provided L2 Bidder agrees to the L1 price. However, Bank reserves its right to award 100% order to L1 vendor without assigning any reason whatsoever.

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## SECTION – III –CONDITIONS OF CONTRACT

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### 1. DEFINITIONS

1.1 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 individual or firm supplying the Goods and Services under this Contract.
- g. **“The Project Site”**, where applicable, means the place or places named in Schedule of requirements.

### 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 so 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.

### **3. PATENT RIGHTS**

- 3.1 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. PERFORMANCE SECURITY**

- 4.1 On signing the contract, the seller shall furnish to the Purchaser the performance security equivalent to 10% of the contract amount (Exclusive of Annual Maintenance Charges) in the form of a Bank Guarantee, valid for 74 months, in the format enclosed.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty and AMC obligations.

### **5. INSPECTIONS AND TESTS**

- 5.1 The Purchaser or its representative shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Any charges payable to the purchaser's representative designated for inspection shall be borne by the purchaser.
- 5.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 5.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Purchaser.
- 5.5 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

## **6. PACKING**

- 6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

## **7. DELIVERY AND DOCUMENTS**

- 7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the systems at the destinations. The details of shipping and / or other documents are to be furnished by the Supplier are as follows.

- (i) Copy of the Supplier Invoice showing contract number, goods, description, quantity, unit price, total amount;
- (ii) Delivery Note, Railway Receipt or acknowledgement of receipt of goods from the Consignee;
- (iii) Insurance Certificate;
- (iv) Manufacturer's / Supplier's Warranty Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, if any.

## **8. INSURANCE**

The goods supplied under the Contract 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 system due to non availability of storage cum erection policy, the supplier has to bear the losses.

## **9. INCIDENTAL SERVICES**

- 9.1 The Supplier is required to provide the following services.
- a. Performance or supervision of on-site assembly and / or start-up of the supplied Goods;

- b. Furnishing of tools required for assembly and / or maintenance of the supplied goods;
  - c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d. Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and
- 9.2 Prices charged by the Supplier for the incidental services, should form part of the price quoted

## 10. WARRANTY

- 10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 10.2 This warranty shall remain valid for 36 months after the Goods have been installed at the final destination indicated in the Contract, or for forty two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. This should be incorporated in the Invoice.
- 10.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 10.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 11. PAYMENT

- (i) **On Delivery:** Eighty (80) % of the contract price of the goods shall be paid on receipt of Goods at the destination and upon submission of the documents specified; and



(ii) **On Final Acceptance:** The remaining Twenty (20) % of the Contract Price of Goods received shall be paid upon submission of claim supported by the Acceptance/Installation Certificate issued by the Purchaser / Purchaser's representative in the proforma enclosed.

(iii) **Payment for annual maintenance charges:**

The annual maintenance and repair cost (after warranty period) plus applicable service tax if any shall be paid in advance by the Branches/Offices where it is supplied/installed in equal half yearly instalments after receipt of claim at the start of each half year, after completion of warranty / maintenance obligations of the previous year, at the rates quoted for AMC. TDS will be deducted from the above payment, wherever applicable.

(iv) For all the payments to be made, against Bank Guarantees, the Bank Guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed.

11.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

## 12. CHANGE ORDERS

12.1 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. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. the method of shipment or packing;
- c. the place of delivery; and / or
- d. the Services to be provided by the Supplier;

12.2 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.

## 13. DELAYS IN THE SUPPLIER'S PERFORMANCE

13.1 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.

13.2 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.

#### 14. LIQUIDATED DAMAGES

14.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Purchaser may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages.

#### 15. TERMINATION FOR DEFAULT

15.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 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 Purchaser; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgement of the Purchaser 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 any thing 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 Purchaser, 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 Purchaser of the benefits of free and open competition.

15.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **16. FORCE MAJEURE**

16.1 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.

16.2 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.

16.3 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.

## **17. TERMINATION FOR CONVENIENCE**

17.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

17.2 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.

## 18. SETTLEMENT OF DISPUTES

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

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

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

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

- (e) 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.
- (f) 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.

18.4 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 purchaser shall pay the supplier any monies due to the supplier.

## **19. APPLICABLE LAW**

19.1 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. INSTALLATION**

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Data / electrical cabling will be done by the purchaser. 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.

## **21. MAINTENANCE**

The Supplier should accomplish preventive and breakdown maintenance activities once in three months necessarily without fail to ensure that all hardware functions without defect or interruption.

If any critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately replace the defective unit or replace it at their own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 4 hours for Metropolitan cities and 8 hours for other places of

being notified of equipment malfunction or alternate solution should be arranged by the supplier for smooth functioning of the Branch. If such occasions are more than 2 times in a month, then Warranty/AMC will be extended by a quarter automatically for the particular system.

## **22. FAMILIARISATION**

The supplier should familiarise the branch personal about the Hardware, Software supplied so that they become conversant in the Hardware / Software.

## **23. TECHNICAL DOCUMENTATION**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## **SECTION – IV**

### **SCHEDULE OF REQUIREMENTS**

## SECTION – IV

### SCHEDULE OF REQUIREMENTS

#### 1. BRIEF DESCRIPTION

Supply, installation and commissioning of computers as described in Technical Specifications in **Annexure I**.

#### 2. DELIVERY LOCATIONS

The delivery locations will be informed in the Purchase Order. The Supplier shall inform the Purchaser as soon as the equipment is ready for shipment and the Purchaser shall inform the Supplier details of Branches as well the equipment that shall be installed therein.

#### 3. DELIVERY SCHEDULE

The delivery should be made within four weeks from the date of delivery instruction issued by the Bank and to be installed within 2 weeks from the date of delivery. In case of Road Permit Locations, additional 1 week will be given for delivery.

#### 4. BID SECURITY

Bid Security should be in the form of Bank Guarantee equivalent to INR.9,00,000/-

#### 5. QUANTITY REQUIRED

Item-wise quantity intended to be procured is given below:

S.No.	Description	Quantity per Location / Branch	Total Quantity
1	Branch Server	1	100
2	Client PC	5 *	500*
3	Scanner	1	100
4	Passbook Printer	2	200
5	Laser Printer	1	100
6	80 column Dot Matrix Printer	2	200
7	132 column Dot Matrix Printer	1	100

\* 100 PCs with Internal DVD Writer (1 per Branch)



**Annexure I**
**1) SPECIFICATION FOR BRANCH SERVER-Tower Model**
**MAKE:**
**MODEL:**

	<i>Specification</i>	<i>Offered specification</i>	<i>Complied/ Not complied</i>
CPU Make	Intel Xeon Processor	Make:	
CPU Required	1 No. Quad Core Intel Xeon E3 1230 Processor or above	Model:	
CPU Speed	3.2 GHz or above	Speed:	
Cache	8 MB Cache or above	Cache size:	
DMI	5 GT/s or above	DMI Speed:	
Chipset and Mother Board Features	Server Class Mother Board with ECC memory support  INTEL / ASUS or OEM MNC	Make :  Model :	
Chip Set	Intel C204 Chipset or above	Model:	
RAM	8 GB DDR3 ECC DIMM @ 1333 MHz or above. Effective RAM available should be 8 GB and to be provided as 2 x 4 GB Modules. Atleast 2 free memory slots should be available for future upgradation.	Total Memory provided:  Each Memory Module Capacity :	
Hard Disk	2 x 300 GB 15 K RPM SAS disks or above. Hot swappable Hard Disks with 2 additional free hard Disk Drive slots/Bays after populating the required disks.	Hard Disk Capacity:  RPM :	
SAS Controller	SAS controller with Hardware RAID 1 support with provision to connect maximum of 4 hard disks. RAID 1 to be implemented. RAID Monitoring Software to be provided and installed.		

Monitor	18.5" or above TFT Monitor with TCO '05 Certification (TCO '05 Certificate to be attached)	TFT Monitor Screen Width: Make: Model:	
VGA	Integrated Graphics Card with 8 MB SDRAM or above Video Memory		
Key Board	104 (or above) Keys Keyboard with USB interface		
Mouse	Two Button optical Scroll Mouse with USB Interface		
Network Card	2 numbers of 10/100/1000 Mbps Ethernet Port.		
SMPS	Minimum of 400 Watts	Watts:	
Power Supply	Hot Swappable Redundant Power Supply (1+1)		
Fans	Standard fans		
PCI Slots	2 Free PCI series Slots after populating all adapters		
Ports	1 Parallel, 1 Serial , 2 free USB 2.0(All ports should be on board / Add on PCI Card)		
DVD	1 No. DVD Writer of 8X or above (internal)		
Operating System	Microsoft Windows 2008 Server Standard Edition with 5 CAL Volume Licence (Paper Licence). Windows server 2003 R2 32 bit Standard Edition to be loaded		
Certification	Microsoft Windows 2008 Server Certified		
Support	Windows 2008 32 bit/64 bit support		

- Mention Make and Model of the Server and for the individual items wherever it is mentioned.
- Chasis, TFT Monitor, keyboard, mouse & DVD to be of the same colour.
- **Detailed** Hardware Compatibility Test Report issued by Microsoft to be submitted along with tender document.
- OS need to be installed by the vendor. All the other necessary software (OS Patches, other drivers of peripheral devices etc) which will be provided by Bank also needs to be installed by the vendor.
- OS to be loaded in the server may be changed by the bank as per its requirement.
- OS needs to be loaded by the vendor as per the requirement of the bank during AMC and warranty period

## 2. PC Specification

**Make:**
**Model:**

	Specification	<i>Complied / Not complied with relevant details</i>
CPU Make	Intel Core i3 Processor 3.0 GHz or Higher	Make: Model:
Cache	3 MB Cache or above	Cache Size:
DMI	2.5 GT/s or above	DMI:
Motherboard Features	Should support gigabit Ethernet. Should have support for addressing minimum of 8 GB of RAM  ASUS/INTEL or OEM MNC	Make: Model:
Chipset	Intel 57 Express Chipset or above	Model:
RAM	4 GB DDR3 RAM @1333 MHz or above and 4 GB is to be provided as a 2 x 2GB Modules	
Hard Disk	320 GB SATA II (300 Mbps,7200 RPM) hard disk or higher capacity with S.M.A.R.T support  HITACHI/SEAGATE/WESTERN DIGITAL	
Monitor	18.5" or above TFT Monitor with TCO'05 certification (TCO '05 certificate mentioning OEM of Monitor should be produced)	Make: Model:
Video Graphics Memory	8MB or above	
Keyboard	104 (or above) Keys mechanical Keyboard with PS2 or USB Interface	
Mouse	Two Button Optical Scroll Mouse with USB Interface	
Network Card	10/100/1000 Mbps Ethernet port on-board	
SMPS	230 watts or above	Watts:
PCI Slots	Minimum of 1 free PCI Series Slots after populating all required adapter.	

Cabinet	Micro ATX Cabinet	
Ports	1 serial , 1 parallel port, 1 VGA((All ports should be on board / Add on PCI Card) 6 USB 2.0 ports of which 2 ports shall be in the front side of CPU	
Operating System	Microsoft Windows 7 Professional License Media CD to be supplied and to be loaded with Microsoft Windows XP 32 bit Professional	
Support	Hardware should be 64 bit compatible	
Certification	Microsoft Windows 7 Certified	

**Note :**

- Mention Make and Model of the PC, Motherboard, Chipset Invariably.
- Chasis, Monitor, Keyboard and mouse to be of same colour.
- Vendor must furnish a list of serial numbers of all CoA(Certificate of Authenticity) along with corresponding list of PCs/Systems serial numbers for operating system licenses which are preloaded.
- OS need to be installed by the vendor. All the other necessary software (Anti Virus Software, OS Patches etc) which will be provided by bank also needs to be installed by the vendor.
- Desktop should be listed in HQL (Hardware Quality Lab) of Microsoft and Certificate to be attached.
- OS needs to be loaded by the vendor as per the requirement of the bank during AMC and warranty period, if the desktop PC does not contain CD/DVD drive the vendor has to arrange for the same at the time of installation.

**3. Specification of DVD Writer**

Specification	Offered Specification	Complied/Not Complied
Internal SATA interface DVD writer of 8X or above	Make: Model:	

**4. Scanner with ADF**
**Make :**
**Model:**

Features	Complied/Not Complied
Flat bed (A4) scanner with legal on ADF and A4 on Flatbed, 600 x 1200 DPI Resolution or higher on ADF and Flatbed	
Automatic Document Feeder having capability of handling a minimum of 25 sheets	
OCR Software Bundled, USB Interface with data Cable, Windows XP Compatible	

### 5. Legal Size Laser Printer

**Make :**
**Model:**

<b>Features</b>	<b>Complied/ Not Complied</b>
Black & White Legal Size Laser Printer with 600 DPI Resolution or Higher	
23 PPM (A4 size) or above	
Memory 16 MB or above	
One Input Tray and One Priority Feeder	
Minimum One USB port with data cable.	
Comprehensive Warranty/AMC should cover all parts including fuser assembly set except toner and plastic parts	
Toner should be of Brand New and no refilled toner Should be supplied. Yield for the cartridge should be more than 2000 Standard pages(defined as per ISO/IEC Standard) or above and cartridge model needs to be provided with the tender	
Windows XP 32 bit, Windows 7 Compatible 32bit and 64 bit drivers available for download on manufacturer's web site or it has to be provided along with the Printer	

### 6. Passbook Printer

**Make:**
**Model:**

<b>Features</b>	<b>Complied/ Not Complied</b>
90 column or above	
24 PIN	
Buffer 8KB or above	
Minimum of 225 CPS @10 cpi in Draft mode. Support for Draft & LQ mode with Bi-directional for text	
Horizontal paper Handling with Automatic alignment	
EPSON or Olivetti or IBM or ESC/P emulations	
One USB port with data cable.	
Comprehensive cover including print-head during warranty and AMC is required.	
Windows XP 32 bit, Windows 7 Compatible 32bit and 64 bit drivers available for download on manufacturer's web site or it has to be provided along with the Printer	

**7. 80 Col Dot Matrix Printer**
**Make:**
**Model:**

<b>Features</b>	<b>Complied/Not Complied</b>
9 PIN	
80 column	
Buffer 8 KB or above	
minimum of 200 CPS @10 cpi in draft mode. Support for Draft & NLQ mode, with Bi-directional for text	
one push or one pull tractor for continuous stationery besides friction feed	
EPSON or IBM or ESC/P Emulations	
One USB port with data cable.	
Comprehensive cover including print-head during warranty and AMC.	
Windows XP 32bit, Windows 7 Compatible 32bit and 64 bit drivers available for download on manufacturer's web site or it has to be provided along with the Printer	

**8. 132 Col Dot Matrix Printer**
**Make:**
**Model:**

<b>Features</b>	<b>Complied/Not Complied</b>
9 PIN or Staggered 9PIN(2X9PIN)	
132 column	
Buffer 64 KB or above	
Minimum of 370 CPS @10 cpi in high speed draft mode. Support for draft & NLQ mode, with Bi-directional for text	
one push or pull tractor for continuous stationery, besides friction feed	
One USB port with data cable.	
EPSON or IBM emulations.	
comprehensive cover including print-head during warranty and AMC	
Windows XP 32 bit, Windows 7 Compatible 32bit and 64 bit drivers available for download on manufacturer's web site or it has to be provided along with the Printer	

**Note: 1. The Bidder should quote for only one Model in each category.**

**2. The Bidder should use the Bank Format (downloaded from Website) for giving their compliance.**

**SECTION V**  
**QUALIFICATION CRITERIA**

**(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)**

The Bid will be rejected and will not be processed further if the following conditions are not met

1. The bid should be valid for 90 days
2. The bid should be accompanied by a bid security of required amount.
3. The bidder should be a profit earning organisation for the last three years.
4. The turnover of the bidder should be more than Rs.50 crores in any one of the last three years.
5. The bidder should have sold average of 1500 PCs in any one of the last three years.
6. The organisation should be in existence for the last 5 years.
7. Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.
8. Multiple bids by the same Bidder can be submitted provided the Bidder procures that many number of bid documents

**Technical Qualification Criteria**

1. Manufacturer's Authorisation as stipulated in the bid should accompany the bid
2. An undertaking issued by the Company Secretary to the effect that the goods supplied under this tender are genuine, first quality products and not remarketed or refurbished products. The format for the same is enclosed.
3. The organisation should have Branches / Service Centre Facilities / Franchise (should be registered) in any 20 places given below and within a radius of 100 km in the remaining cases.

Ahmedabad	Bangalore	Bhubaneswar	Chandigarh	Chennai
Chittoor	Coimbatore	Cuddalore	Delhi	Dharmapuri
Ernakulam	Guwahati	Hyderabad	Kancheepuram	Kolkata
Kumbakonam	Lucknow	Madurai	Mumbai	Patna
Pondichery	Pune	Salem	Trichy	Tirunelveli
Thiruvananthapuram	Vellore	Vijayawada	Visakhapatnam	

HO: Technology Management Department

4. The systems offered should meet all the technical specifications as stipulated in the bid and the technical terms and conditions.
5. The bidder should extend support for the quoted systems for minimum of six years
6. All bids submitted shall also include the following information
  - a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
  - b. The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
  - c. The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Purchaser or its representative for inspection.
  - d. Details of Service Centres and information on service support facilities that would be provided in the Service Support Form enclosed.
  - e. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificates, etc.
  - f. Technical details of the items to be supplied and downtime details as per format 10 enclosed for all the items in Annexure I of the schedule of requirements.



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**SECTION – VI**  
**1. BID FORM**

---

**FORM OF BID**

(Bidders are required to furnish the Form of Bid)

Date: \_\_\_\_\_

Tender document dated:

TO

Indian Bank  
Head Office  
Technology Management Department  
66, Rajaji Salai  
Chennai 600 001  
India.

Having examined the Bidding Documents including Addenda Nos. ....  
(Insert numbers), the receipt of which is hereby duly acknowledged, we, the  
undersigned, offer to supply, install and maintain.....  
..... (Description of Goods and Services), in conformity  
with the said Bidding Documents.

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

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent  
to 10% percent of the Contract Price for the due performance of the Contract, in  
the form prescribed by the Purchaser.

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

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

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



HO: Technology Management Department

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

We undertake to integrate the Hardware, Operating system with application software and RDBMS in close co-ordination with the respective vendors.

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

Dated this ..... day of ..... 2011.....

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....

.....

## 2. BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

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

(Signature of the Bank)

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

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

### **3. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2011... Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) having its Registered Office at (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser invited bids for certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES <input type="checkbox"/>	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

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

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

#### 4. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date :

To : INDIAN BANK, Chennai, INDIA :

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken , in pursuance of Contract No..... dated,..... 2011... to supply and maintain ..... (Description of Goods and Services) (hereinafter called "the Contract").

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

**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 the .....day of.....2011.....

Signature and Seal of Guarantors

.....

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

Address:.....

.....

**NOTE :**

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

## 5. MANUFACTURERS' AUTHORIZATION FORM

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

To \_\_\_\_\_

Dear Sir:

Tender document 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 bid, and sign the contract with you for the goods manufactured by us against the above IFB.

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this IFB. 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.



**6. PROFORMA FOR PERFORMANCE STATEMENT**  
**(Order value of more than Rs. 1.00 crore only should be given for a period of last 3 years)**

BID No. ....

Order placed by Full address of purchaser	Order No. and Date	Description and Quantity of the Equipment ordered	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? Attach a certificate from the Purchaser / consignee
				As per Contract	Actual		

Date:

Signature and Seal of the Bidder.....

**7. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER  
AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date: \_\_\_\_\_

Sub: Certificate of commissioning of equipment

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
(b) Description of the equipment \_\_\_\_\_  
I Quantity \_\_\_\_\_  
(d) Date of delivery \_\_\_\_\_  
(e) Date of commissioning and proving test \_\_\_\_\_

2. Details of accessories/spares 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\*    or

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

- (a)  
(b)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

(a) It has adhered to the time schedule specified in the contract in despatching the documents/drawings pursuant to Technical Specifications.

(b) It has supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.

I In the event of documents/drawings having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.

## 8. FORMAT FOR QUALIFICATION APPLICATION

All the bidders submitting their bids against this bid for any or all items must submit the qualification application along with the information in the following formats together with the relevant documentation:

### FINANCIAL BUSINESS AND TECHNICAL CAPABILITY

#### FORMAT –A

Name and address of Bidder

8. Latest Balance Sheet filed with -----  
- on ----- Attach audited copies of annual accounts of past 3 years).
- 2) Latest Profit & Loss Statement from-----to -----  
filed with-----on-----.(Attach an audited copy)
- 3) Certificate of Financial Soundness from bankers of Bidders to be furnished
- 4) SALES for the current financial year
- 5) Value of current orders to be executed with details to be furnished
- 6) Details of testing facilities available
  - a. List testing-equipment available
  - b. Give details of tests which can be carried out on items offered.
  - c. Details of the testing organisation available.
- 7). Names of two buyers to whom similar equipment are supplied, installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability:
  1. -----
  2. -----

**9-SERVICE SUPPORT DETAILS**

Centre	NEAREST SERVICE CENTRE							
	Location	Phone Number	E Mail No	Status of office working days and hours	No. of Hardware Engineers	No. of Software Engineers	Value of Minimum Stock available at all times	List of Models and Systems serviced in the last 2 years

Date:

Signature &amp; Seal of the Manufacturer / Bidder



HO: Technology Management Department

### 10- TECHNICAL DETAIL FORM

**Note: These details should be furnished separately for Server and client PC**

#### Server

1	<b>Model Number :</b>	
	<b>CPU</b>	
	a) Brand Name	
	b) Model No.	
	c) Technology & Architecture	
	d) Clock Speed	
	e) Single Core or Dual core/Thread	
	f) Cache memory a) L1 b) L2 c) L3	
	g) Date when offered CPU was released.	
	h) Other technical details	
2.	<b>Memory (RAM)</b>	
	a) Total Memory Size	
	b) Access time	
	9. Type of memory	
	d) Frequency	
	e) Memory Module Size	
	f) Maximum memory size supported.	
	g) Other technical details	
3.	<b>Hard Disk Drive</b>	
	a) Make	
	b) Size (per disk in GBs)	
	c) Speed in rpm	

	d) Data Transfer Rate	
	e) Discs per Controller	
	f) Access time	
	g) Total Number of Disks	
	h) Other technical details	
<b>4.</b>	<b>TFT Monitor</b>	
	a) Make	
	b) Model	
	c) Display Size	
	d) Pixel Pitch	
	e) Colours Supported	
	f) Resolution	
	g) Brightness	
	h) Viewing Angle(L-R)	
	i) Viewing Angle(T-B)	
	j) Response Time	
	k) Other Technical Details	
<b>5</b>	<b>DVD writer</b>	
	a) Speed	
	b) Media Supported	
	c) Data Transfer Rate	
	d) Brand Name	
	e) Other technical details	
<b>6</b>	<b>Switch Mode Power Supply</b>	
	a) Make	
	b) Maximum Input Voltage	
	c) Output voltage range	

	d) Total Number of Power Supply	
	e) Dynamic Fail-over Feature	
	f) Other technical details	

### Desktops

<b>1</b>	<b>Model Number :</b>	
	<b>CPU</b>	
	a) Brand Name	
	b) Model No.	
	c) Technology & Architecture	
	d) Clock Speed	
	e) Single Core or Dual core/Thread	
	g) Cache memory a) L1 b) L2 c) L3	
	g) Date when offered CPU was released.	
	h) Other technical details	
<b>2.</b>	<b>Memory (RAM)</b>	
	a) Total Memory Size	
	b) Access time	
	10. Type of memory	
	d) Frequency	
	e) Memory Module Size	
	f) Maximum memory size supported.	
	g) Other technical details	
<b>3.</b>	<b>Hard Disk Drive</b>	
	a) Make	

	b) Size (per disk in GBs)	
	c) Speed in rpm	
	d) Data Transfer Rate	
	e) Discs per Controller	
	f) Access time	
	g) Total Number of Disks	
	h) Other technical details	
<b>4.</b>	<b>TFT Monitor</b>	
	a) Make	
	b) Model	
	c) Display Size	
	d) Pixel Pitch	
	e) Colours Supported	
	f) Resolution	
	g) Brightness	
	h) Viewing Angle(L-R)	
	i) Viewing Angle(T-B)	
	j) Response Time	
	k) Other Technical Details	
<b>5.</b>	<b>DVD writer</b>	
	a) Speed	
	b) Media Supported	
	c) Data Transfer Rate	
	d) Brand Name	
	e) Other technical details	
<b>6.</b>	<b>Switch Mode Power Supply</b>	
	a) Make	



	b) Maximum Input Voltage	
	c) Output voltage range	
	e) Dynamic Fail-over Feature	
	f) Other technical details	

<b>1.</b>	<b>Scanner</b>	
	a) Make	
	b) Model	
	c) Resolution Supported	
	d) Other technical details	
<b>2.</b>	<b>Passbook Printer</b>	
	a) Make	
	b) Model	
	c) speed at 10cpi draft	
	d) MTBF	
	e) Other technical details	
<b>3.</b>	<b>Laser Printer</b>	
	a) Size	
	b) Speed	
	c) Resolution supported	
	d) Make	
	e) Other technical details	
<b>4.</b>	<b>80 Column Dot Matrix Printer</b>	
	a) Make	
	b) Model	
	c) speed at 10cpi draft	
	d) MTBF	

	e) Other technical details	
<b>5.</b>	<b>132 Column Dot Matrix Printer</b>	
	a) Make	
	b) Model	
	c) Speed at 10 cpi draft	
	d) MTBF	
	e) Other technical details	

**Downtime**

This is defined as the number of hours for which an item of equipment is not usable because of inability of the Supplier to repair it.

<b>Item</b>	<b>No. of hours of maximum down time per year</b>
CPU	
Processor	
TFT Monitor	
Key Board	
Hard Disk Drive	
DVD writer	
Power Supply Unit	
Scanner	
Passbook Printer	
Laser Printer	
80 Column Dot Matrix Printer	
132 Column Dot Matrix Printer	

**Note:**

1. 99% uptime to be maintained
2. If the maximum down time during use in warranty/maintenance period exceeds the maximum down time as specified in the bid, the Supplier should arrange immediate replacement.

In case any bidder fails to submit the above along with the quotation, his offer may not be considered.

Signature of Bidder and Business address \_\_\_\_\_

Project: Procurement of CBS Hardware for 100 Locations

**Undertaking of authenticity for Server and Desktop Supplies**

This has reference to Servers and Desktops being quoted to you vide our quotation no. ---  
-- Dated -----.

We hereby undertake that all the components/parts/assembly/software used in the Servers and Desktops under the above like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked by you in the tender/purchase order shall be supplied along with the authorised license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery. It will be our responsibility to produce such letters from our OEM supplier's within a reasonable time.

In case we are found not complying with above at the time of delivery or during installation, for the Servers and Desktops already billed, we agree to take back the Servers and Desktops if already supplied and return the money if any paid to us by you in this regard and our EMD/BG get forfeited.

Authorised Signatory

Name:

Designation

**PS: (The above declaration has to be given by the company secretary duly**

**Signed on the Letter Head of the company)**