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HO: Technology Management Department

**REF: HO:TMD:PG:362:2012-13 DATED : 17.05.2012**

**BIDDING DOCUMENT  
FOR  
PROCUREMENT OF 450 Nos. of Laptop with Antivirus Software**

**Dated 17.05.2012**

**Date of Pre-Bid Meeting: 24.05.2012(11.00 AM)**

**Last Date for Submission of BID: 07.06.2012 (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 1956 Branches and having a business of over **Rs.2,11,000** 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, Colombo and Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has installed 1280 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 maintenance of Laptop, operating system and Antivirus Software to its Ultra Small Branches. 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 from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays.

**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- [asif.sa@indianbank.co.in](mailto:asif.sa@indianbank.co.in); [purchases.tmd@indianbank.co.in](mailto:purchases.tmd@indianbank.co.in);  
[hosystems@indianbank.co.in](mailto:hosystems@indianbank.co.in)**

4. The Bidding documents in English may be downloaded from our Web Site [www.indianbank.in](http://www.indianbank.in) from **17.05.2012\_to 07.06.2012**. In such cases, the bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs.5000/- (non-refundable) towards the cost of bid document. Bids submitted without the DD will not be considered. In case any 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 in favour of Indian Bank payable at Chennai.

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5. Bids must be delivered to the address given below, on or before 16.00 hours IST on **07.06.2012** and must be accompanied by a bid security of **INR 6,00,000/- (Rs. six lakhs only)**.

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

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 and Undertaking of Authenticity for Laptop will be opened by the Bank at 16.30 hours IST on **07.06.2012** 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.

6. 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/all proposal/s without assigning any reason therefor.
  - (iii) The Bank reserves the right to negotiate on the price offered, with the L 1 vendor under exceptional circumstances.
  - (iv) Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

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## SECTION II – INSTRUCTIONS TO BIDDERS

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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 24.05.2012. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,  
Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai – 600 014.**

- b. The purpose of the meeting will be to clarify issues and to answer questions 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 posted 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.6,00,000/- (Rs. six 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 after the last date for submission of bid);

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.
- 7.3 Full set of bid document (including any clarifications/amendments if any) should be signed by the bidder.

## **8. Sealing and marking of Bids**

- 8.1 The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as Supply, installation and maintenance of 450 Nos. Laptops with Antivirus Software for Ultra Small Branches “– PART I – Technical”. “PART II – Commercial” will be called through Online Reverse Auction Process.
- 8.2 The envelope 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 **07.06.2012** 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

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the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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 at 16.30 hours IST on 07.06.2012.

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, seek clarification/s of its bid from the Bidder. 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 items for a minimum period of five 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 technically qualified bidder should quote in the online reverse auction for 450 Nos. Laptop with Antivirus Software as per Specification with 3 years onsite comprehensive warranty for Laptop and 3 years subscription and support for Antivirus software(inclusive of all taxes, duties, insurance, delivery, installation, service tax etc, but exclusive of Octroi/Entry Tax) and 2 years AMC for Laptops(exclusive of services tax if any). TDS if any will be deducted as per the guidelines existing at the time of making payment. Service tax should be shown separately in the Invoice.

## **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.

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- 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 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 L 1 & L 2 Bidders in 60:40 ratios, geographically distributed, provided L2 Bidder agrees to the L1 price. However, purchaser reserves its right to award 100% order to L1 vendor without assigning any reason.

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## Section III – Conditions of Contract

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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:** On signing the contract, the seller shall furnish to the Purchaser the performance security equivalent to 10% of the contract

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amount (Exclusive of Annual Maintenance Charges) in the form of a Bank Guarantee, valid for 62 months, in the format enclosed.

- 4.1 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.
- 4.2 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:** 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.

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The supplier has to make his own arrangements to deliver the systems at the destinations. The details of shipping and / or other documents that are to be furnished by the Supplier are as follows.

- (i) Copy of the Supplier's Invoice showing contract number, goods, description, quantity, unit price, taxes, total amount;
- (ii) Delivery Note with acknowledgement of receipt of goods from the Consignee;
- (iii) Insurance Certificate for Transit Insurance and storage cum erection insurance;
- (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 happening 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

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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. TDS will be deducted wherever applicable as per guidelines existing at the time of payment

(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 on 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 documents submitted, and upon fulfilment of other obligations stipulated in the Contract.

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## **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%. 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. If the equipments are not delivered in time, the Purchaser may consider termination of the contract.

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## **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.

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## **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

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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 configurations/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.

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## **21. MAINTENANCE**

The Supplier should accomplish preventive and breakdown maintenance activities once in three months to ensure that all hardware functions without defect or interruption during warranty/AMC period.

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 problems should be sorted out on the same day if no spares are required or next working day if spares are required. 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.

The maintenance services provided should be onsite(comprehensive) in the premises of purchaser where the equipments are in use.

## **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.

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**SECTION – IV**

**SCHEDULE OF REQUIREMENTS**

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## SECTION – IV

### SCHEDULE OF REQUIREMENTS

**1. BRIEF DESCRIPTION**

Supply, installation and maintenance of Laptops as described in Technical Specifications in **Annexure I**.

**2. DELIVERY LOCATIONS**

The delivery locations will be given at the time of/after issue of Purchase Order. The Supplier shall inform the Purchaser as soon as the equipments are 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 instructions 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. The delivery instructions may be given in part quantity as per the requirements of the Bank. The delivery instructions for the total quantities will be issued before 31.03.2013.

**4. BID SECURITY**

Bid Security should be in the form of Bank Guarantee equivalent to INR.6,00,000/-

**5. QUANTITY REQUIRED**

**450 Nos. Laptop with Antivirus Software**

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## Annexure I

### 1) SPECIFICATIONS OF LAPTOP

MAKE:

MODEL:

S No.	Description	Specification	Complied/Not Complied with relevant details
1.	Processor	Intel core i3 2 <sup>nd</sup> generation processor 2330M, 2.2GHz	
2.	Cache	3MB	
3.	Chipset	Mobile Intel HM65 Chipset	
4.	Memory	4GB 1333MHz DDR3 RAM	
5.	Display	14.0" HD display with 1366 x 768 resolution support	
6.	Hard disk	320GB HDD with 7200RPM and Laptop should have facility for mounting HDD with shock absorber protection	
7.	Graphics	Intel HD Graphics 3000	
8.	Ports	3 USB 2.0 Port one USB 2.0/eSATA combo port one VGA out port;	
9.	Optical Drive	Internal DVDRW	
10.	Ethernet Card	10/100/1000 Mbps Network Card	
11.	Connectivity(wireless)	Wireless LAN Bluetooth 3.0 wireless	
12.	Security	Finger Print Reader (FPR)	
13.	Audio & Camera	Internal speakers, Integrated Webcam with Digital Microphone	
14.	Keyboard & Touchpad	Spill resistant Keyboard with touchpad	
15.	Battery	Rechargeable 6-cell lithium ion battery with minimum 6 hours battery backup	
16.	Preloaded Operating System	Windows 7 64bit professional with recovery media and Disk Recovery System (Documentary proof to be submitted)	
17.	External Mouse	Two button optical mouse of OEM make with mouse pad	
18.	Bag	OEM brand carry case;	
19.	Power Adapter	Suitable to Indian environment	
20.	Chassis	Scratch resistant with Metal Hinges	
21.	Certification	Certificate of Authenticity (CoA) certified Windows 7 professional 32/64 bit edition certified	
22.	Weight	Less than 2.8 Kg including battery	
23.	Drivers	Necessary Driver CDs to be provided for installation of Windows 7 32bit/64bit Professional.	
24.	Warranty	3 Years Onsite Warranty including battery	
25.	Antivirus	Symantec Endpoint protection 12 software with 3 years subscription.	

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1. OS Needs to be loaded as per the requirements of the Bank.
2. Specific OS settings needs to be configured as per the bank's requirement.
3. Other Software like MS Office (will be given by Bank), Symantec Antivirus and Acrobat reader etc., need to be loaded.
4. The Symantec Antivirus software should be provided with 3 years subscription.
5. BIOS settings/configuration for disabling/enabling USB access and setting up of access passwords.
6. OS re-installation/re-configuration including installation / re-installation of Microsoft office and Symantec antivirus software needs to be carried out by vendor during Warranty and AMC period.
7. A demo piece should be shown before actual delivery.

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

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

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## 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 net profit earning organisation for the last three years (Proof to be submitted).
4. The average turnover of the bidder should be more than Rs.25 crores for the last three years (Proof to be submitted).
5. The bidder should have sold average of 1000 Laptops in the last three years (Proof to be submitted).
6. The organisation should be in existence for the last 5 years (Proof to be submitted).

#### 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 will be 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 / Franchises (should be registered) in any 20 places out of 32 places given below (within a radius of 100 km in the remaining places).

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	Ghaziabad
Hubli	karnal			

4. The Laptop and Antivirus software offered should meet the technical specifications as stipulated in the bid and the technical terms and conditions.

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5. The bidder should extend support for the quoted items for a minimum of five 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.

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## SECTION VI

### Bid Form and other Formats

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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 the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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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 ..... 2012.....

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

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

.....

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## 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 \_\_\_\_\_ 2012 \_\_\_\_.

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.

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**3. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2012... 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:

<b>S. No.</b>	<b>BRIEF DESCRIPTION OF GOODS &amp; SERVICES</b>	<b>QUANTITY TO BE SUPPLIED</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>

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**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

said ..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....

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**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,..... 2012... 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.....2012.....

Signature and Seal of Guarantors

.....

Date.....2012.....

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

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**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.

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**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.....

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7. **PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER'S REPRESENTATIVE 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) in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment \_\_\_\_\_
- l 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.

l 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.

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## **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

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 three years and to whom reference may be made by  
the purchaser regarding the bidder's technical and delivery ability:
  1. -----
  2. -----

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**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 & Seal of the Manufacturer / Bidder

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HO: Technology Management Department

**REF: HO:TMD:PG:362:2012-13 DATED : 17.05.2012**

**NON DISCLOSURE AGREEMENT**

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....2012 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

**WITNESSETH:**

WHEREAS

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

M/s. Limited has been engaged in the business of supply and installation of computer systems including peripherals

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

**1. Confidential information**

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

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

**2. Use of Confidential Information-**

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

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The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, 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.

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## **4. Term**

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

The obligations of the 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 nor 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 supercedes 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

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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.

**11. Jurisdiction**

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

**12. Governing laws**

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

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

**BANK**

**M/s.**

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HO: Technology Management Department

**REF: HO:TMD:PG:362:2012-13 DATED : 17.05.2012**

**Undertaking of authenticity for Laptop Supplies**

This has reference to Laptop being quoted to you vide our quotation no. ----- Dated - -----.

We hereby undertake that all the components/parts/assembly/software used in the Laptop under the above like Hard disk, 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 Laptop already billed, we agree to take back the Laptop 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)**

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**PART-II (TO BE SUBMITTED AFTER ONLINE REVERSE AUCTION)**

Date:

**The Assistant General Manager  
Expenditure Department,  
Corporate Office, INDIAN BANK,  
254-260 Avvai Shanmugham Salai  
Royapettah, CHENNAI 600 014.**

Dear Sirs,

Sub: Request for Proposal (RFP) for supply, installation and maintenance of 450 Nos.  
Laptops with software to our Ultra Small Branches.

Ref: RFP No. HO/TMD/PG/ 362 /2012-13 dated 17.05.2012 and Online Reverse  
Auction Dated \_\_\_\_\_.

@@@@@

Further to online reverse auction, we give below the break up details of price for  
supply, installation and maintenance of hardware and software as per the  
specifications given in Part-I.

**I. PRICE FOR LAPTOPS AND ANTIVIRUS SOFTWARE**

<b>SI No.</b>	<b>Description (as per specification in Part – I)</b>	<b>Unit Price inclusive of all taxes, delivery, installation etc (exclusive of Octroi and Entry Tax if any) (Rs.)</b>	<b>Qty</b>	<b>Total price inclusive of all taxes, delivery, installation etc (exclusive of Octroi and Entry Tax if any) (Rs.)</b>
1.	Laptop with 3 years warranty		450	
2	Symantec Antivirus Software with 3 years subscription and support		450	
<b>Total</b>				

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## II. AMC for Laptops and Antivirus Software(exclusive of service tax)

S No	Item Description (As per the specification in Part-I)	Qty	AMC Charges for 4 <sup>th</sup> and 5 <sup>th</sup> Year in Rupees.				Total AMC for 2 years (4 <sup>th</sup> and 5 <sup>th</sup> year)
			4 <sup>th</sup> year		5 <sup>th</sup> year		
			AMC Cost per unit	Total AMC	AMC Cost per unit	Total AMC	
1	Laptop	450					
2	Symantec Antivirus Software	450					
Total							

### Summary

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

**\*\* Service Tax extra if applicable**

**Total Amount in words: Rupees**

Note: Free Warranty period should not be less than 36 months for all Hardware and Software.

We submit that we shall abide by the details given above and the conditions given in your above letter HO/TMD/PG/ 362 /2012-13 dated 17.05.2012.

For

Office Seal  
Place:  
Date:

**(Authorised Signatory)**  
Name:  
Designation:  
Mobile No:  
Business Address:  
Telephone No:  
(at Chennai)  
E-mail ID