

**Ref: HO/TMD/PG/372/2012-13**

**05.06.2012**

To

Dear Sir,

**Sub: Request for Quotation (RFQ) for appointing Agency for conducting Online Reverse Auction on behalf of our Bank.**

We are interested in appointing Agency for conducting Online Reverse Auction for our procurements. The undertaking letter/compliance is given in PART I. Commercial quote details to be submitted are given in PART II. Both the formats are attached herewith.

The eligibility criteria for the bidder are given below.

1. The vendor should be a limited company (Submit copy of certificate of incorporation)
2. The vendor should be in existence for three years in India (Submit copy of certificate of incorporation)
3. The vendor should be conducting online reverse auction for Public Sector Banks currently (Proof should be given)
4. The vendor should not have been blacklisted by any organization currently (Declaration should be submitted).

**Procedure for submission of proposal:**

The quote shall be submitted in two parts (Part-I & Part-II) sealed in separate envelopes and both the envelopes should be kept in one sealed envelope. All the envelopes should bear the name of the firm / company. The outer envelope should be marked "**Request for Quotation (RFQ) for appointing Agency for conducting Online Reverse Auction**, due on or before 26.06.2012 at 04.00 P.M." addressed to,

**THE ASSISTANT GENERAL MANAGER,  
EXPENDITURE DEPARTMENT,  
CORPORATE OFFICE, INDIAN BANK,  
254-260 Avvai Shanmugham Salai  
ROYAPETTAH, CHENNAI 600 014**

and dropped in the box provided at the above address, **after noting down in the register meant for the purpose and duly authenticated by the official concerned/Sent by post**, so as to reach him within the time stipulated as above (i.e. **4.00 P.M. on 26.06.2012**). Part-I of the quotes received **will be opened on 26.06.2012 at 04.30 P.M.** You may send your representative to participate in the opening process.

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- 1) Part-I contains Undertaking Letter/Compliance details which should be submitted along with the required annexure. Non-compliance of the above will be liable for rejection. Part-I Compliance Form and annexures(1 to 3) enclosed to this letter should be duly filled, signed and kept along with other documents in separate envelope marked Part I - **"Request for Quotation (RFQ) for appointing Agency for conducting Online Reverse Auction on behalf of our Bank** due on or before 26.06.2012 at 04.00 P.M."
- 2) Part-II shall indicate the total price (amount only) inclusive of all charges except service tax. Part-II form should be duly filled in, signed and kept in a separate envelope marked Part II - Price Schedule - **"Request for Quotation (RFQ) for appointing Agency for conducting Online Reverse Auction on behalf of our Bank** due on or before 26.06.2012 at 04.00 P.M."
- 3) Both Part-I and Part-II are to be submitted in original, duly signed by the authorised signatory/signatories under the seal of the company in every page. No column shall be left blank. Any correction should be authenticated by the same signatory/signatories under his / her/their full signature. If false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quote will be liable to be rejected without any reference. The price quoted should be unconditional.

### **Evaluation Criteria**

#### **General Evaluation**

1. The Bank (Purchaser) will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
2. The Bank (Purchaser) may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
3. Prior to the detailed evaluation, the Bank (Purchaser) will determine the substantial responsiveness of quote documents. For the purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

#### **Commercial Evaluation**

The Bank will open Part II (Commercial) of the quote after evaluation of Part I and on conformity to the compliance of the terms and conditions of the Bank after giving notice to the eligible vendors.

The comparison of prices among the vendors shall be between the total price quoted inclusive of all charges (except service tax).

Arithmetical errors will be rectified on the following basis.

If there is a discrepancy between words and figures, the amount in words will prevail. If the vendor does not accept the correction of the errors, such quote will be rejected.

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**Purchaser right to accept/reject quote:**

The Bank (Purchaser) has the right to accept or reject any or all quotation/s at its sole discretion without assigning any reason therefor.

**Negotiation**

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable.

**IT Act:** Auction should be conducted in conformity to IT Act 2000 and subsequent amendments.

**Scope of Work:**

- Assisting Indian Bank in framing business rule and facilitating for vendor compliance on the same as and when Bank decides to conduct online reverse auction.
- Training the Bank Officials and vendors' Representatives including mock auction
- Conducting Auction event
- Submission of all Online Auction related reports, logs etc
- Any other requirements relating to Online Reverse Auction
- Shall not assign in whole or in part, its obligations to perform under the contract except with the purchaser's prior written consent.
- Shall not make use of any documents or information provided by the Bank without the Bank's prior written consent.

**Period of Services:** The service is for a period of one year from the date of purchase order.

**Value of the Order:** The value of the order is the L1 price per reverse auction. Service Taxes as applicable will be paid extra. TDS if any will be deducted from the payment.

**Payment terms:** 100% payment on submission of auction reports along with Bill and request letter.

**Detail required for part I compliance**

1. Compliance Form to be enclosed.
2. Company's profile (given in annexure 1) to be filled and enclosed
3. Compliance Check points to achieve security consideration as per CVC guidelines (given in annexure 2) to be filled and enclosed.
4. Compliance Matrix (given in annexure 3) to be filled and enclosed.

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**INDEMNITY CLAUSE:**

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

**JURISDICTION:**

Any litigation arising out of this order will be subject to Chennai Jurisdiction.

**Other Terms and Conditions:**

1. RBI or persons authorized by it to access the records and to cause inspection.
2. Confidentiality of customer information to be maintained even after the completion of contract.
3. Prior approval to be obtained from the bank for use of subcontractors.

**NON-DISCLOSURE AGREEMENT**

A Non-disclosure agreement as per the format enclosed duly signed by your authorised signatory shall be returned within ten days of receipt of this order. A certificate to the effect that the authorised signatory has authority to bind the vendor/company by his signing the non-disclosure agreement should also be appended to the subject agreement

**Awarding of Contract:** The Purchase Contract will be awarded to L1 Vendor. The selected vendor will be invited for demo, if necessary.

Yours faithfully

**Assistant General Manager (TMD)**

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**05.06.2012**

**Part – I**  
**Compliance Form/ Undertaking Letter**

Assistant General Manager  
Indian Bank  
Technology Management Department,  
Corporate Office  
No. 254-260, Avvai Shanmugam Salai  
Royapettah  
Chennai - 600 014

Dear Sir,

**Sub: Request for Quotation (RFQ) for conducting Online Reverse Auction on behalf of Indian Bank.**

**Ref: Your RFQ No. HO:TMD:PG:372:2012-13 Dated 05.06.2012.**

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby submit our offer for the tender.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures.

We also understand that the Indian Bank is not bound to accept the offer either in part or in full and that the Indian Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

**We are agreeable for the terms and conditions in your RFQ No. HO/TMD/PG/372 /2012-13 dated 05.06.2012.**

We undertake to maintain confidentiality of all the information provided by Indian Bank. We agree to the terms of payment mentioned in your letter. We have submitted all the annexure 1 to 3 for Part I compliance. We submit that the details given above are true to the best of our knowledge.

We enclose the following as part of Part-I documents.

1. Company profile (Annexure 1) duly filled.
2. Compliance Check points to achieve security consideration as per CVC guidelines (Annexure 2) duly filled.
3. Compliance Matrix (Annexure 3) duly filled.

Part II- Commercial bid is given in separate cover.

Yours faithfully,

Authorised Signatory  
(Name & Designation, seal of the firm)

**Date:**

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**05.06.2012  
Annexure 1**

**Company Profile**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

<b>S No</b>	<b>Item</b>	<b>Details</b>
<b>1.</b>	Name of Company	
<b>2.</b>	Date of registration of the Company	
<b>3.</b>	Date of commencement of Business	
<b>4.</b>	Postal Mailing Address	
<b>5.</b>	Name, designation, Tel, Mobile, email of 2 officials authorized to make commitments to the Bank	
<b>6.</b>	Turnover of the company(not of group) 2008-09 2009-10 2010-11 (Copy of Audited Balance Sheet to be enclosed)	
<b>7.</b>	Sales Tax Number (copy of Latest Sales Tax Return or copy of return duly acknowledged by Sales Tax Authority to be enclosed, <b>if applicable</b> )	
<b>8.</b>	Income Tax Number (copy of Latest IT Return or copy of return duly acknowledged by IT Dept to be enclosed)	
<b>9.</b>	Whether using own product/services or is a Licensee. If so details	
<b>10.</b>	Brief Description of support service facilities	

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<b>11.</b> Name of the Major 5 Institutions(Banks/FIs/PSU) for which Reverse Auction has been conducted during 2011-12	<b>1.</b> <b>2.</b> <b>3.</b> <b>4.</b> <b>5.</b>
<b>12.</b> No. of Auctions conducted during the last three years  A: 2009-10  B: 2010-11  C: 2011-12	
<b>13.</b> No. of Offices with name of locations	
<b>14.</b> Total No. of Staff in the Organisation	
<b>15.</b> Whether you have been blacklisted by any Banks/Financial Institutions for conducting online reverse auction during the last one year.(Declaration to be enclosed alongwith Part-I)  If yes, details	

Signature  
(Name & Designation)

Date:



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**Annexure 2**

**CHECK POINTS TO ACHIEVE SECURITY CONSIDERATIONS  
IN E-PROCUREMENT SOLUTIONS**

S.N.	SECURITY CONSIDERATIONS	Please Tick	
		Yes	No
1.	Whether the application is secure from making any temporary distortion in the electronic posting of tender notice, just to mislead certain vendors?		
2.	If yes at 2 above, then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?		
3.	Whether application ensures that the tender documents issued to / downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?		
4.	Is there any check available in the application to detect & alert about the missing pages to the tenderer, if any?		
5.	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased / downloaded the bid documents well ahead of the due date & before uploading the corrigendum?		
6.	Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?		
7.	Whether e-procurement solution has also been customised to process all type of tenders viz Limited / Open / Global Tenders?		
8.	Whether online Public Tender opening events feature are available in the application?		
9.	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?		
10.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?		
11.	Whether application is safe from submission of fake bids?		
12.	Whether encryptions of bids are done at clients end?		
13.	Whether safety against tampering and stealing information of submitted bid, during storage before its opening, is ensured?		
14.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer?		
15.	Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender box during storage, to make it unreadable / invalid in any form, before opening of the bids?		



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16.	Whether introduction of special characters / executable files etc by users are restricted in the application?	Yes	No
17.	Whether validity check of DSC is being done at server end?	Yes	No
18.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	Yes	No
19.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	Yes	No
20.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	Yes	No
21.	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web service in real time?	Yes	No
22.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronisation & time stamping?	Yes	No
23.	Whether application generates any exception report / system alerts etc to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	Yes	No
24.	Whether application ensures that the quotes from various bidders with their name are not being displayed to any one including to the Organisation during carrying out of the e-reverse auctioning process?	Yes	No
25.	Whether application is fit for usage complying with the requirements of tender processing viz Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	Yes	No
26.	Whether any comprehensive third party audit [as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000)] was got conducted before first putting it to public use?	Yes	No
27.	Whether application complies with the Commission's Guidelines dated 17.09.2009 on Security considerations for e-procurement Systems.	Yes	No

For

Place:  
Date:

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

**Annexure 3**

**Compliance Matrix**

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<b>S No</b>	<b>Description</b>	<b>Yes/No</b>
1.	The System is Web Enabled	
2.	The System is Easy to use and Menu Driven	
3.	The system enables creation of user-ids for different projects/users	
4.	The system provides for entry of tender details for each tender	
5.	The system enables the logged users to key in the price value for each item.	
6.	The system provides for easy configuration changes as per the project.	
7.	The system enables multi item auction for a single tender	
8.	The final results shall be based on the total of individual items	
9.	The bidders are not able to see other participant's bid	
10.	The lowest bid at the particular time is displayed on the screens of the entire participant.	
11.	At the Bank end, the system enables to view the online changes in the bidding process.	
12.	The system provides log reports for all the activities, transactions and any changes in configuration.	
13.	The system supports a minimum of 128 bit encryption for sensitive data.	
14.	The system has Data Intrusion system, Firewall, online anti virus scanning that protects it against unauthorized access and hackers.	
15.	MIS reports in the form of total number of bids with the value for a tender as well as for a particular bidder, Lowest bid with the details, The details of the bidder etc., the progression of the tendering process, etc shall be provided	
16.	Training is provided to Indian Bank officials. For e-auction, the training will be given for all the bidders of the tender	
17.	The System enables Configuration of tender details	
18.	The System has Network monitoring tool which gives status of online bidders in the network	
19.	The System allows configuration of upto 100 items for a reverse bid	
20.	The System enables configuration of Specific Base value, increment/decrement values	
21.	Bidder Details	
22.	The system enables User Levels and permissions by Super User / Administrator to ensure authorised usage of software	
23.	The System enables Secure Logins	
24.	The System provides Online Help	

**Signature of Authorised Signatory**
**Part II - Commercial Quotation**

Date:

**THE ASSISTANT GENERAL MANAGER,**

**Ref: HO/TMD/PG/372/2012-13  
EXPENDITURE DEPARTMENT,  
CORPORATE OFFICE, INDIAN BANK,  
254-260 Avvai Shanmugam Salai  
ROYAPETTAH, CHENNAI 600 014.**

**05.06.2012**

Dear Sirs,

**Sub: Request for Quotation (RFQ) for appointing Agency for conducting  
Online Reverse Auction on behalf of our Bank**

**Ref: HO/TMD/PG/ 372 /2012-13 dated 05.06.2012.**

@@@@

Referring to your above letter calling for quotations, we submit hereunder the price quote for conducting Reverse Auction at our site (Auction Agency Site) per event.

<b>Particulars</b>	<b>Cost per event (in Rs.) *</b>
Conduct of e-auction at our(Auction Agency) site <b>(for one Event) @</b>	

**\* Plus Service tax as applicable. Applicable TDS shall be deducted.**

**Total Amount in words: Rupees**

@ The various activities relating to the event shall comprise.

1. Viewing the event at INDIAN BANK site
2. Forming business rules and Training the officials of INDIAN BANK and participating Bidders.
3. Passing all informations related to the event to INDIAN BANK.
4. Any other item related to above.

We submit that we shall abide by the details given above and the conditions given in your above letter HO/TMD/PG/ 372 /2012-13 dated 05.06.2012.

For

Place:

Date:

**(Authorised Signatory)** Office Seal

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

**Ref: HO/TMD/PG/372/2012-13****05.06.2012****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.

### **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.



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## **5. Title and Proprietary rights**

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are 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.

## **7. 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 this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

## **8. 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.

## **9. 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.

## **10.Jurisdiction**

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



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**11.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.**