

Ref: ZO/EDP/TENDER/02/2011-12**30.08.2011**

To

Dear Sir,

Sub: Request for Quotation (RFQ) for supply, installation and maintenance of 16 Nos. of PC.

We are interested in procuring PCs for some select Branches in West Bengal

The specification of PC is given in PART I. Commercial quote details to be submitted are given in PART II. Both the formats are attached herewith.

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 **"Quote for supply, installation and maintenance of 16 Nos. of PC for our branches in West Bengal as per enclosed list**

**THE ASSISTANT GENERAL MANAGER,
Zonal Office,
3/1 R N Mukherjee Road,
Kolkata – 700001**

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**, so as to reach him within the time stipulated as above (i.e. **4.00P.M. on 08.09.2011**). Part-I of the quotes received **will be opened on 08.09.2011 at 04.30 P.M.** You may send your representative to participate in the opening process.

- 1) Part-I contains compliance details of the specifications for which quotation is called for, delivery period, details of service support centre, compliance to the other terms and conditions of the quote. **Technical brochure for the Model No. quoted should be enclosed to the Part I of this quote.** Non-compliance of the above will be liable for rejection. Part-I form enclosed to this letter should be duly filled, signed and kept along with other documents in separate envelope marked **"Part I - Technical Bid - "Quote for supply, installation and maintenance of 16 Nos. of PC for Branches in West Bengal, due on or before 08.09.2011 at 04.00 P.M." Only the enclosed form should be used for Part I and Part II.** Hardware and Software which meet the specifications should alone be quoted.
- 2) Part-II shall indicate the total price (amount only) inclusive of all Taxes, Levies, Delivery, Installation, Insurance, Warranty and AMC charges etc. Part-II form should be duly filled in, signed and kept in a separate envelope marked **"Part II - Price Schedule - "Quote for supply, installation and maintenance of 16 Nos. of PC for Branches in West Bengal, due on or before 08.09.2011 at 04.00 P.M."**

3) Part I & 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 and specifications, the quote will be liable to be rejected without any reference. The price quoted should be unconditional.

4) The free on-site comprehensive warranty should be for a minimum period of 36 months from the date of installation.

5) **Evaluation Criteria**

I. General evaluation

- i. 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.
- ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its quote will be rejected.
- iii. The Bank (Purchaser) may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank (Purchaser) will determine the substantial responsiveness of quote document. For 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.

II. Technical evaluation

The PC offered should meet all the technical specifications as stipulated in the quote (Part I).

III. Commercial evaluation

- i. **The Bank will open Part II (Commercial) of the quote after evaluation of Technical quote - Part I and on conformity to the specifications after giving due notice to the technically qualified vendors.**
- ii. **The comparison of prices among the vendors shall be between the Total price quoted inclusive of all Taxes, Warranty, Installation charges and Duties of the goods offered (exclusive of Octroi and Entry Tax, if any) and AMC for 4th and 5th year (exclusive of applicable Service Tax).**

6) **Purchaser's right to accept quote and to reject a quote:**

The Bank (Purchaser) has the right to accept or reject quotation/s or cancel the tender at its sole discretion without assigning reason therefore.

7) **Negotiation**

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

8) Installation

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites. Data/electrical cabling will be done by the Bank (Purchaser). Supplier has to provide the power cables required to install the systems being supplied.

9) Force Majeure

- i. 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.
- ii. 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.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Bank (Purchaser) in writing of such condition and the cause thereof. Unless otherwise directed by the Bank (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.

Other Terms and Conditions

- 1) 3 Years onsite comprehensive Warranty Support and 2 years onsite comprehensive AMC. The support should be provided by vendor directly in the location of installation of the hardware and software during Warranty and AMC period.
- 2) Any other devices, software required to operationalise the PCs is to be provided without any financial implications.
- 3) Make and Model of the PC should be furnished.
- 4) Vendor has to quote Annual Maintenance Cost for Two years after the initial warranty period of 3 years for all systems.
- 5) The Vendor has to install all the hardware, operating system and other software supplied under this quote.
- 6) Vendor has to provide technical documents, brochure etc for all the items quoted to prove future scalability requirements
- 7) Documentation of installation has to be provided after successful installation.
- 8) **Training:** For each Hardware and Software components installed, the Supplier is required to train the designated Bank's technical personnel to enable them to operate effectively.
- 9) **Delivery:** Delivery of the components within **Two weeks** from the date of purchase order and installation to be completed within **one week** from the date of delivery of the components.

10) **Place of Delivery:** Select Branches in West Bengal (list enclosed)

11) **Installation & Payment:**

(i) On Delivery: Eighty (80)% of the Purchase order price of the goods (excluding AMC Charges) shall be paid on receipt of Goods at the destination and upon submission of the documents specified and

(ii) On Installation: Twenty (20)% of the Purchase order price (excluding AMC Charges) of Goods received shall be paid upon installation/configuration of hardware;

Supplier will have to submit the following at HO/TMD for collection of payments:

(a) 80% payment: Immediately on submission of Invoice copy and Proof of delivery duly counter signed by the purchaser/purchaser representative and Original of Storage cum erection policy. (Payment is subject to submission of Performance Security)

(b) 20% payment: Immediately on submission of Installation Certificate by the Supplier, duly counter-signed by the Purchaser/ purchaser representative.

12) **Insurance:** The goods are to be insured by Supplier with Bank's name for an amount equivalent to 110% of the invoice value for Transit. The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery.

13) **Warranty:** Onsite comprehensive Warranty should be provided for a period of three years for all the hardware and software supplied from the date of installation by the vendor.

14) **Comprehensive Annual Maintenance:** After the Warranty period of three years for all the hardware and software supplied will be maintained by the Supplier for a further period of two years. Annual Maintenance charges for these items would be payable by the respective branch/office.

15) **Liquidated damages:** If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Bank shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the invoice price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the invoice price of the delayed Goods. Once the maximum is reached, the Purchaser may consider termination of this order.

16) **Acceptance of Purchase Contract:** Vendor has to submit the acceptance of the purchase contract within 7 days from the issue of purchase contract, duly signed by the authorized signatory.

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

18) **Performance Security:** Within 10 (ten) days of acceptance of the order, the seller shall furnish to the Purchaser the performance security equivalent to ten (10%) percent of the order amount in the form of a Bank Guarantee from a Scheduled commercial bank for a period of sixty two(62) months.

The performance security amount shall be payable to the Purchaser as compensation for any loss resulting from the vendor's failure to complete its obligations under the contract by way of invocation by the Purchaser.

19) **Jurisdiction:**

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

20) SETTLEMENT OF DISPUTES:

- 20.1 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.
- 20.2 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.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

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

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

- a. In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- b. If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c. Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e. Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole

E-mail: cbskolkata@indianbank.co.in

Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

Notwithstanding any reference to arbitration herein,

- i) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- ii) the purchaser shall pay the supplier any monies due to the supplier.

21) **Awarding of Contract:** The Purchase Contract will be awarded to L 1 Vendor.

22) Vendor has to furnish compliance statement as per Banks format which is PART I and Part II of this Quote. If it is not furnished as per banks format which is the PART I and Part II of this quote, then the quote (Part II) will not be considered for further evaluation.

23) All the pages of PART I and PART II should bear company seal and signature of authorised official of the company.

24) All other terms and conditions not specifically mentioned in this document are applicable as per the standard conditions accepted by you at the time of your empanelment.

Yours faithfully,

ASSISTANT GENERAL MANAGER