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CO:Technology Management Department

**REF: CO:ISSC:PG:BIO:399:2012-13**

**DATED : 17.12.2012**

**BIDDING DOCUMENT**

**FOR**

**Supply, Installation and Maintenance of Servers, Operating Systems**

**Database, SAN Storage with replication software, SAN Switch,**

**Tape Library with Backup software and Rack**

**Dated 17.12.2012**

**Date of Pre-Bid Meeting: 24.12.2012 (11.00 AM)**

**Last Date for Submission of BID: 08.01.2013 (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 2000 Branches presently and having a business of over Rs.**2,27,116** Crores as on 30.09.2012 . 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 1294 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 1,01,000 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 Servers, Operating Systems, Database, SAN storage with replication software , SAN switches, Tape Library with Backup Software and Rack etc for Implementation of Biometric Security in its Core Banking Application. 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. The bidder should have valid digital certificate to participate in the auction.
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,**  
**Corporate Office,**  
**Technology Management Department**  
**66, Rajaji Salai,**  
**Chennai, PIN 600 001, India.**  
**Phone: 91 044 25210327, 25260594;**  
**E-Mail-**asif.sa@indianbank.co.in;  
gnanassegarin.g@indianbank.co.in;  
sujatha.k@indianbank.co.in  
raman.v@indianbank.co.in

4. The Bidding documents in English may be downloaded from our Web Site [www.indianbank.in](http://www.indianbank.in) under Tenders/Auction from **17.12.2012 to 08.01.2013**. 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 Demand Draft 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 on or before the pre-bid meeting date 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 **08.01.2013** and must be accompanied by a bid security of **INR 20,00,000/- (Rs. Twenty 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 Qualification Criteria as per Section V, Technical Specification as per Section IV, Bid Form, Bidder Profile, Bid Security Form, Manufacturer's Authorisation Form, Performance Statement, Qualification Application, Service Support Details and Undertaking of Authenticity for all the devices etc) will be opened by the Bank at 16.30 hours IST on 08.01.2013 in the presence of Bidders' Representatives at the above address. 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.

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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 24.12.2012. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,  
Head Office  
66, Rajaji Salai  
Chennai – 600 001.**

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.

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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)

**3.1.4** Bidder Profile as per format enclosed.

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 Bank in India or Foreign Bank located in India, in the form provided in the Bidding Documents for a sum of **Rs.20,00,000/- (Rs. Twenty 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.

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- 5.4 The bidder shall be liable for forfeiture of Bid Security,
- a. if a Bidder withdraws its bid during the period of bid validity specified on the Bid Form.

Or

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

## 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 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the Bid.
- 7.2 Full set of bid document (including any clarifications/amendments if any) should be signed by the bidder without any modification.

## 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 Servers, Operating Systems Database, SAN Storage with replication software, SAN Switch, tape Library with Backup software and Rack for implementation of of Biometric Security in Core Banking Application. – PART I – Technical."
- 8.2 "PART II – Commercial" will be called through Online Reverse Auction Process.
- 8.3 The envelope shall:
- a. be addressed to the Purchaser at the address given below;

Assistant General Manager,  
Indian Bank, Corporate 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.

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## 9. Deadline for submission of Bids

Deadline for bid submission is **08.01.2013** 16.00 hours IST

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

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

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. Late bids will not be accepted.

## 10. Opening of bids by purchaser

10.1 The bids (PART-I) will be opened in the presence of officer's authorised for the purpose and bidders' representatives at 16.30 hours IST on 08.01.2013.

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

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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.
- 12.1.4** If a bid is not substantially responsive, it will not be considered by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 12.1.5** The Bank will evaluate and compare the bids, which have been determined to be technically responsive and acceptable.
- 12.1.6** The Bank expects all the requirements and specifications given in Section IV and V to be complied. Non compliance in any one of them will lead to disqualification.
- 12.1.7** Any effort by the bidder to influence the purchaser in the process of evaluation of bids and in decisions concerning award of the contract will result in the rejection of their bid.
- 12.1.8** Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Indian Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.

## **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 period of six years inclusive of Warranty and AMC period.
- 12.2.4** The Technical Bid must not contain any price information. In case of any commercial component observed in the Technical Bid, the bid will be subject to rejection.

## **12.3 Commercial evaluation**

- 12.3.1** Technically qualified Bidders alone will be intimated to participate in the Online Auction to identify L1 vendor for awarding contract.
- 12.3.2** The technically qualified bidder should quote total price in the online reverse auction for Supply, Installation and Maintenance of Servers, Operating Systems Database, SAN Storage with

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replication software, SAN Switch, tape Library with Backup software and Rack which shall include the following

Hardware:

3 years onsite comprehensive warranty (inclusive of all duties, levies, insurance, delivery, installation but exclusive of taxes, Octroi / Entry Tax) and 3 years of AMC (Exclusive of Service Tax) and for

Software:

6 years annual support for the operating system, database and Backup Software (Initial cost for Operating System and Database should be quoted with one year support and Annual support cost should include for rest of the five years). The price should be inclusive of all duties, levies, insurance, delivery, installation, support but exclusive of taxes, Octroi/Entry Tax and Service 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 any or all bids at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

**14. Signing of Contract**

- 14.1 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.
- 14.2 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.

**15. Performance Security**

- 15.1 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.
- 15.2 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.

**16. Negotiation**

Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.

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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, even after completion of contract period.

### 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.

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**4. PERFORMANCE SECURITY:** On signing the contract, the seller shall furnish to the Purchaser the performance security equivalent to 10% of the contract amount (Exclusive of Annual Maintenance Charges) in the form of a Bank Guarantee, valid for 74 months, in the format enclosed.

4.1 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.

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**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. 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 and

9.2 Prices charged by the Supplier for the incidental services, should form part of the price quoted.

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## 10. INDEMNIFICATION

- 10.1 The Supplier shall, at its own expense, defend and indemnify the Purchaser against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in the Purchaser's country.
- 10.1.1 The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible therefor, including all expenses and court and legal fees.
- 10.1.2 The Supplier shall have sole control on the conduct of such proceedings or claim and any negotiations for the settlement of any such proceedings or claim and the Purchaser shall provide the Supplier with the assistance, information, and authority reasonably necessary to perform the above and the Purchaser shall at no time admit to any liability for or express any intent to settle the claim.

## 11. SOFTWARE LICENSE AGREEMENTS

- 11.1.1 All the intellectual property rights and ownership of all tools, processes, software, utilities, and methodology including any Supplier proprietary products or components thereof used in the provision of Services and/or development of Products and all new ideas, inventions, innovations, or developments conceived, developed or made by Supplier or its consultants/employees thereto while providing the Services hereunder shall remain the sole and absolute property of Supplier, with full ownership rights therein ('Supplier Property'). Supplier shall grant in favour of Purchaser a non-exclusive, non-transferable, royalty-free, user license valid within the territory of India to use the Supplier Property to the extent they form part of the Products and will be required for the proper functioning of the Products.

## 12. WARRANTY

- 12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for 36 months for the Hardware and 12 months for the software after the Goods have been installed at the final destination indicated in the Contract. This should be incorporated in the Invoice.

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- 12.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 12.4 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.
- 12.5 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.

## 13. 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) for Server Hardware and other Hardware accessories plus applicable taxes if any shall be paid in advance by our Office in equal half yearly instalments on receipt of claim at the start of each half year, after completion of warranty / maintenance obligations, at the rates quoted for AMC. The Annual support for Operating System and Database plus applicable taxes if any shall be paid in advance by the Office in equal half yearly instalments on receipt of claim at the start of each half year. 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 bank in India or a foreign bank located in India in the Performance Security format enclosed.

(v) 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.

## 14. CHANGE ORDERS

- 14.1 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;

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- b. the method of shipment or packing;
- c. the place of delivery; and / or
- d. the Services to be provided by the Supplier;
- e. the substitution of new Products and Services from the Supplier.

When such substitution is requested by the Purchaser, the Supplier shall notify the Purchaser in writing within 30 days of its decision to accept or reject the proposed Change Order.

14.2 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.

## **15. DELAYS IN THE SUPPLIER'S PERFORMANCE**

**15.1** 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.

15.2 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.

## **16. LIQUIDATED DAMAGES**

16.1 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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## 17. TERMINATION FOR DEFAULT

17.1 The Purchaser, without prejudice to any other remedy for breach of contract, by issuing notice of default 7 days in advance 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 if any 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.

17.2 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.

## 18. FORCE MAJEURE

18.1 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.

18.2 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.

18.3 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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## **19. TERMINATION FOR CONVENIENCE**

19.1 The Purchaser, by issuing notice seven days in advance 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.

## **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.

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- (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 in 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.

20.4 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.

## 21. APPLICABLE LAW

21.1 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.

## 22. 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 the 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. The accessories like data cables, required power stripes/power points and GBIC fast Ethernet L2 switch to connect all the Servers delivered by the Supplier within the rack should be supplied.

## 23. MAINTENANCE

The Supplier should accomplish preventive maintenance activities once in three months to ensure that all hardware functions without defect or interruption during warranty and AMC period. Hardware AMC is for a period of three years after initial warranty of three years. Operating System Software and Database Software should be supplied with six years support.

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## **Service Level Agreement:**

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

Response Time for any malfunction reported by the Bank : 4 Hours

Resolution Time for rectifying the malfunction from the time reported by the Bank : 12 Hours

Resolution Time for any Hardware component replacement from the Time reported by the Bank : 24 Hours

## **Penalty Clause**

If any critical component of the entire configuration is out of service, the Supplier shall either immediately replace the defective unit or rectify it at their own cost within 4 hours.

The Supplier will respond to a site visit and commence repair work on the equipment within 4 hours of being notified of equipment malfunction or alternate solution should be arranged by the supplier for smooth functioning of the equipment. In case vendor fails to meet the above standards of maintenance, there will be a penalty of Rs 20,000/- per day per each such occasion. The same shall be collected either from AMC payment or by invoking Bank Guarantee.

The maintenance services provided should be on-site (comprehensive) in the premises of the purchaser where the equipments are in use. Failure of two preventive maintenance will make warranty/AMC to extend by a quarter automatically.

## **24. 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.

## **25. IT Act 2000**

The Hardware and Software to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments.

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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 Servers with Operating Systems, Databases, SAN Storage, SAN Switches and tape library along with required number of data cables, Power stripes/power points and GBic fast Ethernet L2 Switch to connect all the Servers provided by the vendor within the RACK as described in Technical Specifications.

#### DELIVERY LOCATIONS

The delivery locations will be Chennai and Hyderabad and the address of the locations will be given at the time of issue of Purchase Order.

#### 2. DELIVERY SCHEDULE

The delivery should be made within four weeks from the date of Purchase Order issued by the Bank and to be installed within 2 weeks from the date of delivery.

#### 3. BID SECURITY

Bid Security should be in the form of Bank Guarantee equivalent to INR.20,00,000/- (Twenty Lakhs only) valid for 135 days from the last date for submission of bid.

#### 4. QUANTITY REQUIRED

**14 Nos of Server Hardware, 14 Nos.of Operating Systems, 2 Nos of SAN Storage with replication software, 4 Nos. Of SAN Switches, 2 Nos of Tape Library with Backup Software, 4 Nos of Databases and 2 Nos of Rack and other Miscellaneous Items.**

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**Technical Specifications  
(To be filled in by the Bidder)**

Make:

Model:

SERVER SPECIFICATION			
S No		QUANTITY	Complied (Yes/No)
1	<p>Xeon 2X4C E5620 80W 2.40GHz/1066MHz/12MB or higher</p> <p>Intel C200 series Chipset or latest server class Intel chipset</p> <p>2*8GB DDR3, expandable up to 32GB or higher, High-performance, new-generation DDR-3 RDIMMs / UDIMMs with atleast 2 free slots,</p> <p>2*600 GB 15K RPM SAS Hard Drive in RAID 1 SAS 6Gbps 3.5in HDD, Provision for adding RAID Controller for providing RAID 5.</p> <p>Low power design and up to 95 percent efficient power supplies, six cooling fan modules, auto restart</p> <p>Hot-swap components Power supplies, fan modules and hard disk drives</p> <p>Atleast four PCIe slots.</p> <p>2 x 1/10GigE NIC</p> <p>1 serial PORT ; USB - 4 PORTS</p> <p>Dual PORT 8GBps FC HBA</p> <p>Rack Mountable - maximum 4U with Rails and Kits for supporting the devices in rack.</p>	14	
Features in Server management			
	Server Management Software Appropriate Server Management software to monitor and manage the various subsystems like CPU, Memory, I/O, disk and environmental factors		
	Remote mgmt port with ability to remotely configure machines completely via command scripts with Advance Settings Utility ; variable-speed system fans, fan failure signals LED and IMM		
	Memory Sparing and Mirroring Support		
	Predictive Failure Analysis (PFA) on max no. of components. (should atleast include processor, memory and Disk) maximum scalability upto 4 CPU with 8 cores each		
	With 3 years warranty and 3 years AMC		

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<b>OPERATING SYSTEM SOFTWARES</b>			
1	Operating System-Red Hat Enterprise Linux Version 5.6 with HA (with 6 yrs comprehensive (24*7) support)	14	
<b>DATABASE</b>			
1	MySQL Database for Linux Version 5.5(GA Version) with 6 Yrs comprehensive (24*7) support	4	
<b>SAN STORAGE SPECIFICATION</b>			
<b>Make:</b>		<b>Model:</b>	
	RAID Controller : Dual Active	2	
	Host interface : Minimum 2 FC 8 Gbps per controller		
	Supported drives :6 Gbps SAS:10k RPM-300GB, 600 GB,900GB or higher ;		
	Raid Levels : 0,1,5,6,10		
	Storage capacity : Deliverable- 3TB usable space under RAID 6 with 600 GB SAS 10k RPM or Higher. Scalable - 5TB usable under same disk type & RAID		
	SAN Support : Supported Fibre Channel switches and directors		
	Cache : Minimum 4GB		
	Fans and Power supplies : Dual redundant, hot-swappable		
	Redundancy and Data Protection: No single point of failure, Dual controllers, cluster failover, and path failover support.		
	Usable Cache : 4GB scalable to 8 GB Mirrored across two storage controllers for disk I/O operations		
	Supported Disks : SAS, SSD, SATA, Fibre Channel		
	Host interface :Minimum of 4 host ports of 8 Gbps each to deliver an aggregate bandwidth of 32 Gbps		
	Storage Controller : Dual controller configuration running in an active-active mode with Non-disruptive controller failover		
	Back-end Connectivity(Disk Connectivity): 6 Gbps SAS connectivity		
	Redundancy and Hot Replacement: Disk Drives, Power Supplies, Fans		

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	Should provide capability for dynamic expansion and shrinking of LUNs		
	Replication software for replication between SAN Storage at DC and DR site should also be supplied as part of solution		
	The SAN Storage should be connected to the servers through SAN switches		
	Storage Management Software: Easy configuration and monitoring the storage system from a browser-based interface. Centrally Managed using Central management interface (GUI). Web-enabled monitoring via any browser. Configure volumes, perform routine maintenance and add new enclosures and capacity without downtime on data accessibility. Expand logical volumes without disrupting operations. Flash Copy to make point-in-time copies of logical volumes		
	Support for Dynamic Capacity Expansion 300GB SAS 2.0 disks of 6 Gbps to be used to configure usable 600 GB in RAID 10 and usable 600 GB in RAID 5 with atleast 2 Global hot spare disks scalable to 5 TB		
	With 3 years warranty and 3 years AMC		
<b>SAN SWITCH SPECIFICATION FOR SUPPORTING SAN STORAGE</b>			
<b>Make:</b>		<b>Model:</b>	
	8 Gbps Fiber Channel	2*2	
	Ports : 8 Minimum		
	All the ports should operate at 8Gbps and auto-negotiate to 4Gbps/2Gbps / 1Gbps FC speeds		
	Switch should allow health, and performance monitoring capabilities in real time		
	The SAN Switch should support HW Compression for FC-IP functionality and IP Sec encryption		
	All required cables, connectors and labeling shall be supplied and configured as per TIA-942 standards		
	With 3 years warranty and 3 years AMC		
<b>TAPE LIBRARY SPECIFICATION</b>			
<b>Make:</b>		<b>Model:</b>	
	Host Interface : 8 Gb Fibre Channel	2	
	Drive Type : LTO-5		
	Basic backup and recovery software for Windows/Linux all versions. It should be capable of taking NDMP backup		

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	directly from storage		
	No of Drives : 2		
	Encryption Capability : AES 256-bit		
	Bar Code Reader		
	Slots : Minimum 12		
	Auto Reloader		
	Redundant hot swappable power supply to be provided		
	Vendor to provide the required connectivity for host server (Backup Server)		
	Vendor should provide 5 nos of LTO 5 Tape Cartridges along with vendor printed and pasted bar codes (Serial SN0001 to SN0025)		
	Vendor should supply 1 cleaning cartridge along with vendor printed and pasted bar codes.		
	The library should accommodate browser based management that helps in monitoring the tape library		
	All required cables; connectors and labeling shall be supplied and configured with the tape library as per TIA-942 standards.		
	Tape Library to support Backup software provided along with the solution.		
	With 3 years warranty and 3 years AMC		
<b>BACKUP SOFTWARE</b>			
	<b>The Backup Software should integrate with all the Servers/Tape Library/SAN etc provided for the solution</b>	2	
	Schedule and manage backups from a single pane		
	Should support Microsoft Windows Server, Red Hat Enterprise Linux version 5.6 and 6.0, SUSE Linux Enterprise Server, VMware vSphere		
	Backup Software should support the incremental and full data, backups and data Archive onto tape library		
	Online backup client software should be provided for My-SQL database		
	Should support Online backup for Oracle, DB2, My-SQL,MS-SQL database, MS Exchange Server, SAP, etc		

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	With 1 year warranty and 5 years support		
<b>RACK AND MISC SPECIFICATION</b>			
	T42U perforated front and back rack with 4 PDU's	<b>2</b>	
	Power Strip and Power Chords to connect all hardware provided as part of solution with redundancy		
	KVM Switch: 8 Port IP based KVM Switch with 8 nos. of USB KVM Cable.		
	Foldable Monitor		
	Required UTP cables to connect all hardware supplied as part of solution		
	Required fiber cables to connect all hardware supplied as part of solution		
	2 Nos of Gbic L2 Ethernet switch with 8 ports		

**Note:**

1. The Bidder should quote for only one Model.
2. All the Hardware supplied by the supplier should be Rack model and fitted onto the same RACK provided by the Supplier.
3. The Bidder should use the Bank Format (downloaded from Website) for giving their compliance.
4. All hardware supplied should be IPV6 compliant.
5. The Operating System and Database Support should include all the relevant Patch updates and Support from the OEM during the contract period. The Supplier has to install/reinstall O/S during Warranty/AMC period if required.
6. Vendor should review compatibility matrix for systems to be attached to the Intel server (HBA firmware, SAN switches, Storage, Tape Library, etc)
7. All the hardware would require a 3 year warranty and a 3 year AMC. 24x7 support should be provided for the hardware and software.

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- 8. The bidder should comply with all specification in all line items. Non-compliance with any specification of any line item will disqualify the bidder.**

**Signature of the Authorised Official with Seal**

**Date:**

**Place:**

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## SECTION V

### QUALIFICATION CRITERIA

#### 5. QUALIFICATION CRITERIA FOR BIDDERS

The bidder should be

1. A registered corporate in India registered under the Companies Act, 1956 and should be registered under CST and/or have the sales tax registration in the State where the company has registered office Or company/statutory body owned by Central/State Government.
2. The bidder's average turnover in the last three financial years ending 31.3.2012 should be minimum of Rs.20 Crores.
3. The bidder should have earned Net Profit for the last three financial years ending 31.3.2012.
4. The bidder should have been in existence in India for minimum of five years as on 31.3.2012.
5. The bidder should have experience in supply, installation, configuration and maintenance of Server Hardware, SAN Storage, SAN Switch, Tape library, Operating system and database. Such experience should include supply, installation and maintenance of Servers, SAN Storage, Tape Library, Operating System and Database to at least 2 Public Sector undertakings.
6. The bidder should have service locations compulsorily in Chennai & Hyderabad.
7. The bidder should be either Original manufacturer of product or the premium partner of the equipment manufacturer and / or software provider.
8. In case, bidder is not able to provide support/upgrade during the contract period, Original supplier / manufacturer should provide the same. Declaration should be obtained from OEM.
9. The bidder should not have been blacklisted by any of the Central / any of the State Governments / any Financial Institution in India.

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**The eligibility will be seen based on the above criteria and the bank has the right to reject responses not meeting the qualification criteria.**

**(Bidders should furnish relevant documents supporting the above qualification criteria, without which it will be deemed as non-compliance)**

## **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 Server Hardware, Operating Systems, SAN Switches, Tape Libraries, SAN Storage, Databases and Racks etc offered should meet the technical specifications as stipulated in the bid and the technical terms and conditions.
4. The bidder should extend support for the quoted items for a minimum of six years
5. 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 etc.
  - b. The Bidder should furnish a brief write-up, backed up 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 for 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. 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.

The Bidder should furnish necessary proof/evidence to support all the points mentioned in General qualification criteria and also to all the points mentioned in Technical Qualifications criteria. Else the bid will be liable for rejection.

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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  
Chennai 600 001  
India.

Dear Sir,

Sub: SUPPLY, INSTALLATION AND MAINTENANCE OF Servers, Operating Systems, SAN Storage with replication software, SAN Switches, Tape Library with Backup Software, Database and Rack etc.

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 14 Nos of Servers with Operating Systems, 2 Nos of SAN Storage with replication software, 4 Nos. Of SAN Switches, 2 Nos of Tape Library with Backup Software, 4 Nos of Database and 2 Nos of Rack etc 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. We agree to extend the bid validity period, if required.

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

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

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

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

**A**

CO: Technology Management Department

**REF: CO:ISSC:PG:BIO:399:2012-13**

**DATED : 17.12.2012**

**3. CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2012... Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 (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>

**TOTAL VALUE:**

**A**

CO: Technology Management Department

**REF: CO:ISSC:PG:BIO:399:2012-13**

**DATED : 17.12.2012**

**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:.....

**A**

CO: Technology Management Department

**REF: CO:ISSC:PG:BIO:399:2012-13**

**DATED : 17.12.2012**

**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

**A**

CO: Technology Management Department

**REF: CO:ISSC:PG:BIO:399:2012-13**

**DATED : 17.12.2012**

**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 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.

**A**

CO: Technology Management Department

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**DATED : 17.12.2012**

**5. PROFORMA FOR PERFORMANCE STATEMENT  
(Order value of more than Rs. 1.00 crore only should be given for the 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.....

A

CO: Technology Management Department

REF: CO:ISSC:PG:BIO:399:2012-13

DATED : 17.12.2012

6. **PROFORMA OF INSTALLATION 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 \_\_\_\_\_
- (c) 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:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
--------------	--------------------	-------------------------------

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:

(c) The supplier has adhered to the time schedule specified in the contract in despatching the documents/drawings pursuant to Technical Specifications.

(d) The supplier 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.

(e) 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

- 1) 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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CO: Technology Management Department

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**DATED : 17.12.2012**

**10. 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 Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, 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

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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

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

## **7. Severability**

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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.

**8. 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.

**9. Jurisdiction**

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

**10. 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.**

A

CO: Technology Management Department

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DATED : 17.12.2012

**11. Undertaking of authenticity**

This has reference to Servers, Operating Systems, Databases, SAN Storage with replication software, SAN Switch, Tape Library with backup software, racks etc and being quoted to you vide our quotation no. ----- Dated -----.

We hereby undertake that all the components/parts/assembly/software used in the Servers, OS, Database, SAN storage with replication software, SAN switches and Tape Library with backup software, racks etc under the above like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

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

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

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

We also take full responsibility of both Parts and Service SLA as per the content even if there is any defect by our Authorised Service Centre/Reseller etc.

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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DATED : 17.12.2012

## 12. BIDDER PROFILE

<b><u>General</u></b>	
Company Name	
Name of the CEO	
Date of Incorporation	
Date of Commencement of business	
Name of the Principal Banker and address	
Holding Company or Parent Company : If holding Company, Name of the parent company	
Company's Head Office: Address Phone : Fax : E-Mail :	
<b>Details of Service support Centres in Chennai, Hyderabad</b>	
Please provide details of ownership: private/public; Holding company, If any.	
Top 3 shareholders	
Number of years of experience in	Deployment of the proposed solutions
Name of the Contact person/s	
Phone / Mobile/ FAX number/s	

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<i>Financial Background for last 3 Years (in Crores)</i>	<u>1st year</u>	<u>2<sup>nd</sup> Year</u>	<u>3rd Year</u>
Turnover			
Net Profit After TAX			
<i>Total Assets</i>			
<i>Total Liabilities</i>			
<b><u>Staff</u></b>			
	<b>In the company</b>		
Total number of employees			
Administrative staff			
Technical staff involved in			
Field Engineers			
List of Deliverables as per the Scope of Work/General Requirements of the Solution			
Is Company ISO Certified? If yes, provide information along with true copy of the certificate			

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DATED : 17.12.2012

**13. 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 Servers, Operating Systems, SAN Storage with replication software, SAN Switches, Tape Library with Backup Software, Database, Rack and other Miscellaneous Items.

Ref: RFP No. CO/ISSC/PG/ BIO/399 /2012-13 dated 17.12.2012 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.

L. 14 Nos of Servers, 14 Nos.of Operating Systems, 2 Nos of SAN Storage with replication software, 4 Nos. Of SAN Switches, 2 Nos of Tape Library with Back up Software, 4 Nos of Database and 2 Nos of Rack and other Items

Sl No.	Description (as per specification in Part – I)	Quantity (a)	Unit Price (Rs.)* (b)	Total price (Rs.)* (c = a x b)
1	<b>Xeon Servers</b> With three years warranty	14		
2	<b>Operating System</b> -Red Hat Enterprise Linux Version 5.6 (with initial 1 year comprehensive (24*7) support)	14		
3	<b>MySQL Database</b> for Linux Version 5.5(GA Version) with initial 1 Year comprehensive (24*7) support	4		
4	<b>SAN Storage</b> (with three years Warranty)	2		
5	<b>SAN Switch</b> With 3 years warranty	4		

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6	<b>Tape Library</b> With 3 years warranty	2		
7	<b>Backup Software</b> With 1 year warranty	2		
8	<b>Rack and Misc</b> With 3 years warranty	2		
<b>Total</b>				

The deliverables should comply with all the specifications as mentioned in Technical Specifications in part I.

\*inclusive of all duties, levies, insurance, delivery, installation, but exclusive of taxes, Octroi/Entry Tax if any

## II. AMC for Server Hardware, Operating Systems and Database (exclusive of service tax)

S No	Item Description (As per the specification in Part-I)	Qty (a)	AMC Cost per Unit per Year (b)	Total AMC Cost for all units for one year (c = a x b)	Total AMC Cost for 3 years (4 <sup>th</sup> , 5 <sup>th</sup> and 6 <sup>th</sup> years) (d = c x 3)
1	Servers	14			
2	SAN Storage	2			
3	SAN Switches	4			
4	Tape Library	2			
5	Rack and Misc Items	2			
<b>Total</b>					

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**III. Annual Subscription cost payable in equal annual instalments from 2<sup>nd</sup> year to 6<sup>th</sup> year for Operating Systems and Database (exclusive of service tax)**

<b>Item Description</b>	<b>No of Units</b>	<b>Annual Support Cost per unit</b>	<b>Total Annual Support cost for all units</b>	<b>Total Price for 5 years payable in equal annual instalments from 2nd year onwards till 6<sup>th</sup> year</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c = a x b)</b>	<b>(d = c x 5)</b>
Operating System	14			
Data Base	4			
Backup Software	2			
Total				

**Summary**

<b>S No</b>	<b>Description</b>	<b>Amount in Rupees</b>
1	Total cost of 14 Nos of Server Hardware, 14 Operating Systems, 4 Nos of Database, 2 Nos of SAN Storage with replication software and 4 Nos of SAN Switches and 2 Nos of Tape Library with Backup Software and 2 Nos of Rack and Misc Items(As per Total of No I) with 3 years Warranty	
2	Total AMC Charges for 3 years for 14 Nos of Servers, 2 Nos of SAN Storage with replication software and 4 Nos of SAN Switches , 2 Nos of Tape Library and 2 Nos of Rack and Misc Items (As per Total of No II)	
3	Total annual Support cost for 5 years for 14 Nos of Operating Systems and 4 Nos of Database and 2 Nos of Backup Software (As per Total of No III)	
	Grand Total (Total of Sl. No. 1, 2 and 3)	

**Total Amount in words: Rupees**

We submit that we shall abide by the details given above and the conditions given in your above letter CO/ISSC/PG/ BIO/399/2012-13 dated 17.12.2012.

For

Office Seal  
Place:  
Date:

**(Authorised Signatory)**

Name:  
Designation:  
Mobile No:  
Business Address:  
Telephone No:  
E-mail ID