

**BIDDING DOCUMENT****FOR**

Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site.

Date of Pre-Bid Meeting: 09.08.2018(11.00 AM)

Last Date for Submission of BID: 24.08.2018 (03.00 P.M.)



TABLE OF CONTENTS

S.No.	Particulars	Page No.
I.	INVITATION FOR BIDS	3
II.	INSTRUCTIONS TO BIDDERS	5
III.	CONDITIONS OF CONTRACT	13
IV.	SCHEDULE OF REQUIREMENTS	20
	TECHNICAL SPECIFICATIONS(Annexure-1)	21
V.	QUALIFICATION CRITERIA	25
VI.	BID FORM AND OTHER FORMATS	26



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

1. Indian Bank, a leading Public Sector Bank having its Corporate Office in Chennai has National presence in more than 2800 locations spreading over 43 Zones and International presence in Singapore and Sri Lanka. It is serving the nation with a team of dedicated staff since more than 100 years. Bank's Business has crossed Rs.3,71,000 Crores, as on 31.03.2018.

The Bank is engaged in diversified Banking activities. The Bank is a pioneer in introducing the latest technology in Banking having implemented Core Banking Solution in all the branches covering 100% of Business. ATM, Internet Banking services are available to all the customers. The Bank has also implemented other delivery channels like Mobile Banking & provides variety of e-payment channels for its customers in tune with the emerging IT trends.

2. Bank invites sealed bids from eligible bidders for Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site. Part-I of the Bid Document will consist of Technical and other Details and should be submitted manually and Part II will be commercials which will be through Online Reverse Auction Process.

3. Interested eligible bidders if required may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all working days from Monday to Saturday.

**Assistant General Manager
Indian Bank, Corporate Office,
Information Technology Department
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014, India.
Phone: 91 044 25269719/04**

E-Mail – krishna.cp@indianbank.co.in
uthayakumar.p@indianbank.co.in
easwarkb@indianbank.co.in

The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs.1,000/- (Rs. One Thousand only)(non-refundable) as bid document fee and a Bid Security of Rs. 2,00,000/-(Rupees Two Lakhs only) in the form of Bank Guarantee. Bid submitted without bid document fee and Bid Security will not be considered. Late bids will summarily be rejected.

Part I of the Bid (consisting of Specification as per Annexure I, Bid Form, Bid Security, Manufacturer's Authorisation Form, Financial Statement, Qualification Criteria, and Undertaking of Authenticity etc) will be opened by the Bank at 15.30 hours IST on 24.08.2018 in the presence of Bidders' Representatives. Interested Bidders may send their Representative to participate in the Bid Opening Process.

4. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

- (i) As per the above policy, Bank reserves the
- (ii) MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- (iii) To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- (iv) Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II, NSIC certificate/ Udyog Aadhar Memorandum) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).



SECTION II – INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

S.No.	Particulars	Page No.
1.	INTRODUCTION	6
2.	PRE-BID MEETING	6
3.	AMENDMENT OF BIDDING DOCUMENTS	6
4.	DOCUMENTS CONSTITUTING THE BID	7
5.	DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS	7
6.	BID SECURITY (EARNEST MONEY DEPOSIT)	8
7.	PERIOD OF VALIDITY OF BIDS	8
8.	FORMAT AND SIGNING OF BID	8
9.	SEALING AND MARKING OF BIDS	8
10.	DEADLINE FOR SUBMISSION OF BIDS	9
11.	OPENING OF BIDS BY BANK	9
12.	CLARIFICATION OF BIDS	9
13.	EVALUATION CRITERIA	9
14.	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	10
15.	BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	10
16.	SIGNING OF CONTRACT	10
17.	PERFORMANCE SECURITY	11
18.	AWARDING OF CONTRACT	11
19.	AUTHORIZATION LETTER FROM OEM	11
19.	ACCEPTANCE OF PURCHASE ORDER	11
20.	OTHERS	11



SECTION – II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

The Bidder is expected to read all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. 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. Bank will not be responsible for the same.

2. PRE-BID MEETING:

a. A Pre-bid Meeting is scheduled to be held at the following address at 11.00 hours IST on **09.08.2018**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by providing the **cost of bid document i.e. Rs.1,000/- (Rs. One thousand only)(non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part I). Copy of DD submitted during pre-bid meeting to be enclosed with technical bid (Part I).

c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

d. The Bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

krishna.cp@indianbank.co.in
uthayakumar.p@indianbank.co.in
easwarkb@indianbank.co.in

e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

3. AMENDMENT OF BIDDING DOCUMENTS

3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder(s), may modify the Bidding Document by modification(s) / Amendment(s).



3.2 All prospective Bidders will be notified of the amendment in writing through Bank's website and it will be binding on them.

4. DOCUMENTS CONSTITUTING THE BID

4.1 The Bid prepared by the Bidder should comprise the following components:

4.1.1 Technical Bid

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

As part of their 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 their 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.

4.1.2 A Bid Form of the Bid Document as per format enclosed.

4.1.3 Bid security (Earnest Money Deposit) of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Bank Guarantee.

4.1.4 DD for Rs.1,000/- (Rs. One Thousand Only) towards cost of Bid Document

4.1.5 Other documents as mentioned in Checklist

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

5. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS

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

5.2 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.



6. BID SECURITY (EARNEST MONEY DEPOSIT)

The Bidder should furnish, as part of their bid, bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India for a sum of Rs.2,00,000/-(Rupees Two Lakhs only) and valid for 135 days from the last date for submission of Bid(90 days bid validity + 45days), in the format specified in the bid document (format – 3 in Section VI). Bank may seek extension of Bank Guarantee, if required.

6.1 Unsuccessful Bidders' Bid Security will be discharged or returned after the completion of purchase process.

6.2 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the Performance Security.

6.3 The Bid Security may be forfeited if,

a. if a Bidder withdraws its bid during the period of bid validity.

or

b. in the case of a Successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish Performance Security.

7. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

8. FORMAT AND SIGNING OF BID

8.1 All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons authorised to sign the bid.

8.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons authorised to sign the bid signing the Bid.

9. SEALING AND MARKING OF BIDS

9.1 The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as Supply, Installation, Commissioning and Maintenance Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site. "– PART I – Technical". "PART II – Commercial" will be called through Online Reverse Auction Process.

9.2 The envelope shall:

a. be addressed to the Bank 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 name **Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site**, and a statement: **"DO NOT OPEN BEFORE 24.08.2018"**, to be completed with the time and the date specified below.

10. DEADLINE FOR SUBMISSION OF BIDS

10.1 Deadline for bid submission is 24.08.2018 15.00 hours. In the event of the specified date for the submission of bids, being declared a Holiday for the Bank, the bids will be received up to the appointed time on the next working day.

10.2 The Bank 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 Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

11. OPENING OF BIDS BY BANK

11.1 The Bank will open the part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at 15.30 hours on 24.08.2018.

11.2 Bank shall call the commercial bids through Online Reverse Auction. Advance intimation will be given to all qualifying bidders of technical bid about the date and time of reverse auction along with the name of the Agency.

11.3 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details; as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the Bidder.

12. CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. 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.

13. EVALUATION CRITERIA

13.1 General /Technical Evaluation

13.1.1 The Bank 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.



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

13.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

13.1.3 Prior to the detailed evaluation, the Bank 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.

13.1.4 The Bidder should satisfy all the Qualification Criteria mentioned in Section V of this bid.

13.1.5 The NAS solution offered should meet all the Technical Specifications as stipulated in the bid.

13.1.6 The bidder should extend support for the quoted NAS solution for minimum of five years.

13.2 Commercial evaluation

13.2.1 Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L 1) Bidder for awarding contract.

13.2.2 The comparison shall be between the price quoted inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation, Onsite comprehensive warranty for 3 years and subsequent Onsite comprehensive AMC for 2 years (exclusive of Taxes) of the goods offered. **Octroi/Entry Tax if any, will be reimbursed on submission of original receipts. Applicable TDS will be deducted from the payment.**

14. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

15. BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank reserves the right to increase or decrease the quantity of goods and services (storage capacity) originally specified in the schedule of requirements (Section IV) by 25% without any change in unit price and other terms and conditions.

Bank may procure 25% of additional hardware items over and above the quantity mentioned in this RFP from the awardee of the contract within 6 months from the date of original purchase order at the same price and terms & conditions of this tender.

16. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the Successful Bidder shall sign the Contract and return it to the Bank.



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018****17. PERFORMANCE SECURITY**

On receipt of notification of award from the Bank, the Successful Bidder shall furnish the Performance security in the Performance Security Form provided in the Bid Document (format 5 in Section VI).

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

- Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security Form for 10% of total contract value (exclusive of taxes) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank or Foreign Bank located in India valid for a period of Sixty Six (66) months with further one month claim period.
- The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract on receiving the request from the vendor.

18. AWARDING OF CONTRACT

Purchase order for Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site will be issued to lowest quoted (L1) Bidder.

19. AUTHORIZATION LETTER FROM OEM

The bidder has to obtain and submit Authorization letter as per format 6 in Section VI from Original Equipment Manufacturer (OEM). If bidder is OEM and they quote their own product, then MAF need not be submitted.

20. ACCEPTANCE OF PURCHASE ORDER

Duplicate of the purchase order shall be returned within seven(7) days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Copy of power of attorney/authorisation letter should be enclosed.

21. OTHERS**Please note that**

- (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- (ii) Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances.
- (iii) Either the Agent on behalf of the Principal or the Principal directly could bid in a tender but not both.



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

(iv) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory and kept with Part-I along with copy of the Power of Attorney of the Authorised Signatory.

(v) Names of two buyers to whom similar equipments are supplied, installed and commissioned in the recent past and to whom reference may be made by the Bank regarding the bidder's technical and delivery ability:

1. -----

2. -----

(vi) Bids submitted shall also include the following.

The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and supply of the required NAS solution within the specified time of completion after meeting all their current commitments.



Section III – CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

Subject	Page No.
1. DEFINITIONS	14
2. USE OF CONTRACT DOCUMENTS AND INFORMATION	14
3. PATENT RIGHTS	14
4. PACKING	15
5. INSURANCE	15
6. COMPREHENSIVE ONSITE WARRANTY	15
7. PAYMENT	16
8. LIQUIDATED DAMAGES	16
9. GENERAL TERMS	16
10. TERMINATION FOR DEFAULT	17
11. FORCE MAJEURE	17
12. TERMINATION FOR CONVENIENCE	18
13. SETTLEMENT OF DISPUTES	18
14. CONFIDENTIALITY	19
15. APPLICABLE LAW	19
16. FAMILIARISATION	19
17. TECHNICAL DOCUMENTATION	19



SECTION – III –CONDITIONS OF CONTRACT**1. DEFINITIONS**

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 Company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery, installation and maintenance of equipment.

**2. USE OF CONTRACT DOCUMENTS AND INFORMATION;**

2.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

3. PATENT RIGHTS

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



4. PACKING

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.

5. 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 last delivery. Any damage that happens to the equipments due to non availability of storage cum erection policy, the supplier has to bear the losses.

6. COMPREHENSIVE ONSITE WARRANTY

6.1 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.

6.2 This warranty shall remain valid for 36 months after the Goods have been installed at the final destination, or for forty two (42) months after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

6.3 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.

6.4 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.

6.5 Onsite Comprehensive AMC has to be renewed for subsequent 2 years after warranty.



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

7. PAYMENT

The Supplier will have to submit the documents at our office along with request letter for payment. Following Documents should be submitted for payment in single lot:

- i) Invoice
- ii) Proof of delivery
- iii) Transit and Storage-cum-erection Insurance
- iv) Installation certificate signed by Bank officials
- v) Executed Contract Form
- vi) Accepted Purchase Order
- vii) Performance Guarantee

100% Payment for the systems with three year warranty will be made on completion of delivery and installation of the systems.

The AMC for subsequent years will be made in arrears on completion of the AMC period.

8. Liquidated Damages

If the Successful bidder fails to deliver and install the equipment within the period(s) specified, the Bank 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 Invoice price of the delayed equipment for each week or part thereof of delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount.

9. General Terms

- The contract period shall be 5 year.
- Order will be placed with qualified L1 vendor. The commercials may be finalized through reverse auction.
- **Period of validity of bids:** - Bids should remain valid for the period of 90 (Ninety) days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

10. TERMINATION FOR DEFAULT

10.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

or

b. if the Supplier fails to perform any other obligation(s) under the Contract.



c. if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

10.2 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.

11. FORCE MAJEURE

11.1 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.

11.2 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.

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.

12. TERMINATION FOR CONVENIENCE

12.1 The Purchaser, by 90 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :



- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

13. SETTLEMENT OF DISPUTES

13.1 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.

13.2 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.

13.3 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:
empanelment

(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



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

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

13.4 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due to the supplier.

19.5 Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

14. CONFIDENTIALITY

The Supplier either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

15. APPLICABLE LAW

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.

16. FAMILIARISATION

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

17. TECHNICAL DOCUMENTATION

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



SECTION – IV**SCHEDULE OF REQUIREMENTS****1. BRIEF DESCRIPTION**

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

2. DELIVERABLES

- (a) Supply the storage with necessary licenses for all software required for the solution meeting the technical specifications.
- (b) Install and configure the solution to meet the backup/storage requirements of Banks staff at Corporate Office and Head Office.
- (c) Provide onsite support for bringing up/maintain/upgrade the system if required.

3. DELIVERY LOCATIONS

The delivery will done in Chennai, address to be provided to the successful bidder alongwith Purchase Order.

4. DELIVERY & INSTALLATION

The delivery and installation of the systems should be completed within 6 weeks from the date of purchase order.

5. SERVICE LEVEL AGREEMENT (SLA)

- a) If the system fails totally then it should be restored within 12 hours from the time of logging of call by bank. For the delay in restoration beyond 12 hours Rs.1000/- will be charged as penalty for every hour or part thereof.
- b) If any part of the system fails and system continues to work, the replacement /repair of the part / software should be completed within 48 hours from the time of logging the call. For the delay in restoration beyond 48 hours Rs.1000/- will be charged for every 2 hours or part thereof.

The penalty will be recovered from AMC payments. The penalty per year is capped to 10% of the contract value.



Annexure I
Technical Specification of NAS solution:

Sr. No.	Feature	Description
1	Storage Quality Certification	The Storage OEM should be established in the Gartner Leader/challenger Quadrant
2	Storage Controller	The Storage System shall have a dual redundant controller configuration running in an active-active mode with automatic failover capabilities in case of one controller fails, for both SAN and NAS.
3	Supported Protocols	The storage solution should be a true unified architecture with support for all the protocols FC, iSCSI, CIFS, NFS, SMB, HTTP, natively. All necessary software and hardware required to provide these protocols must be supplied for the full capacity supported by the storage system
4	Storage Scalability	The Storage system should be scalable to a minimum of 4 controllers in the same cluster in active-active configuration
5	System required Cache	The system should have minimum 64 GB usable cache (post cache protection overheads) memory across the two controllers with an ability to protect data on cache if there is a controller failure or power outage. The cache on the storage should have 48 hours or more battery backup (OR) should have de-staging capability to either flash/disk. In case the proposed solution requires NAS headers or gateways for NAS protocols, the usable cache of 64GB should not be inclusive of the NAS gateway.
6	Extended cache for enhanced performance	The system must provide capability to use SSD/FLASH as an extended/Secondary Cache for both read and write data.
7	Drive Support	The Storage System should have support for SSD & HDD, 2.5'/3.5' SAS, 2.5'/3.5' NL-SAS Drives. Disk Drives should be available inline with the industry standards. The Storage System shall support a mix & match of different drive types within the same enclosure. The system must support intermixing of SSD , SAS and NL-SAS drives to meet the capacity and performance requirements of the applications. The system must support a minimum of a 140 disks for scalability purpose. The scale out architecture should support minimum 560 drives.
8	Protocols	The storage should be configured with FCP, iSCSI, NFS(NFSv3,NFSv4, NFSv4.1) SMB(SMB1,SMB2 & SMB3), protocols for use with different applications. Any hardware/software required for this functionality shall be supplied for the entire supported capacity in No Single Point Of Failure mode.

REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

Sr. No.	Feature	Description
9	RAID configuration	Should support various RAID levels (1/5/6) or equivalent
10	Storage Performance	The storage model should be configured for at least 40000 IOPS on a random workload with Read write ratio of 70:30.
11	Front-End and Backend connectivity	The proposed storage system should have minimum 4 numbers of 10GbE Ports, 4 numbers of 1GbE Ports, and 4 numbers of 12Gb backend SAS ports, 2 no. of 2 numbers of 16 Gbps FC Ports (for backup to tape).
12	Rack Mountable	The storage should be supplied with rack mount kit. All the necessary patch cords (Ethernet and Fiber) shall be provided and installed by the vendor. The Proposed solution should not exceed 16 Rack Units.
13	Storage Scalability	The proposed system should be field upgradeable to a higher model through data-in-place upgrades.
14	Storage functionality	The storage shall have the ability to expand LUNS/Volumes on the storage online and instantly. The storage shall have the ability to create logical volumes without physical capacity being available or in other words system should allow over-provisioning of the capacity. The license required for the same shall be supplied for the maximum supported capacity of the offered storage model. The storage should be configured with Quality of Service feature. The storage shall support logical partitioning of controllers in future such that each partition appears as a separate Virtual storage in itself. The proposed storage system should be configured to provide data protection against two simultaneous drive failures. The required number hard disks for parity & spares, should be provided exclusively of the usable capacity mentioned. The Storage System should have the capability to support Non-Disruptive Data migration across Volumes in the external storage pool to assist in data migration. System should have redundant hot swappable components like controllers, disks, power supplies, fans etc.

REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

Sr. No.	Feature	Description
		The Storage System shall have the capability to support Storage Tiering to automatically manage Hot Spots in the system. The feature should automatically detect and non-disruptively move individual volumes and sub-volumes between Solid State and Spinning Drives (HDDs) to optimize price/performance ratio between the SSDs & HDDs.
		The Storage should have the capability to provide QoS for the different LUNs configured in the system. The QoS parameters are user configurable.
15	Point-in-times images	The storage should have the requisite licenses to create point-in-time snapshots. The storage should support minimum 250 snapshots per volume/LUN. The license proposed should be for the complete supported capacity of the system. The system should support instant creation of clones of active data, with near zero performance impact. Appropriate software licenses for usable capacity for (Production volume/Non-Production Volume, Snapshots) need to be provided.
16	OS support	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX, vmware, etc. Any Multi-pathing software required for the solution must be supplied for unlimited host connectivity
17	Interfacing Capabilities	The solution offered should be able to interface with Active Directory for User Authentication.
18	De-Duplication and Compression	Proposed storage should support block level data de-duplication and compression for all kinds of data (structured & unstructured); should support both NAS and SAN.
19	Warranty & SLA	The Hardware and software quoted should have 5 years support along with upgrade and updates. The vendor should provide 24*7 support post-implementation.
20	Capacity requirement:	Total 60 TB useable Capacity requirement Minimum 10% of usable space on SSD configured with RAID 5 Minimum 30% of usable space on SAS disks using 1.2 TB 10K disks configured with RAID 5 Approx. 60 % of usable space on NL-SAS disks using 4TB NL-SAS (SAS3 drives) or lower configured with RAID 6

REF: CO:ITD:PROC:72/R1:2018-19
DATE 02.08.2018

Sr. No.	Feature	Description
		5% Global hot spare to be provided for SAS and NL-SAS pools to be provided
21	Management	Easy to use GUI based and web enabled administration interface for configuration, storage management. The GUI interface should be able to provide real time system performance data like IOPS, Bandwidth and CPU utilization. Necessary software required for the same should be Provided.
23	Built in Redundancy	The system shall support Fully Redundant & Hot Swappable Fans & Power Supplies. There shall be support for Non-Disruptive Microcode Update & Non-Disruptive Parts Replacement
24	Backup solution	The proposed solution should have capability of taking backup on the Tape Library
25	User Authentication	The storage should be able to interface with Active Directory (AD) for user authentication.
26	IPv6 Compatibility	The storage should be IPv6 compatible.



SECTION V**QUALIFICATION CRITERIA**

The bidder must satisfy the following minimum criteria

1. The Bidder should be a Public/ Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2018).
2. The Bidder should be a partner of the OEM for supply and support of the equipment in India.
3. The Bidder should have earned Net Profit during last three financial years of the Bidder. (2015-16, 2016-17 & 2017-18)
4. The Bidder's yearly turnover should be more than Rs.5 crores during last three financial years of the bidder. (2015-16, 2016-17 & 2017-18)
5. The Bidder should have supplied minimum one storage solution of make quoted during last three years (ending 31.03.2018) and supporting currently to at least one Banks / Financial Institutions / Government Organizations in India.
6. The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.



SECTION VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

1.	Bid Form	27
2.	Self Declaration-Non Blacklisting	29
3.	Bid Security Form	30
4.	Contract Form	31
5.	Performance Security Form	33
6.	Manufacturer's Authorization Form	34
7.	Details of Servers & PCs supplied	35
8.	Proforma of Installation Certificate	36
9.	Non Disclosure Agreement	37
10.	Undertaking of Authenticity	41
11.	Part -II (Price Breakup form)	42
12.	Checklist	44



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

SECTION – VI**1. BID FORM**

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Corporate Office,
Information Technology Department
254-260, Avvai Shanmugam Salai,
Royapettah.
Chennai 600 014, India.

Sub: Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site

Ref: CO:ITD:PROC:72/R1:2018-19 Dated 02.08.2018

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

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

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

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, 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.

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

We undertake to integrate the supplied Hardware/Software with Bank's environment in close co-ordination with the respective vendors.



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

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

Dated this day of 201.....

.....
Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of
Cell No:
E-mail id:

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



2. SELF DECLARATION – NON BLACKLISTING

The Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site

Ref: CO:ITD:PROC:72/R1:2018-19 Dated 02.08.2018

We hereby certify that, we have not been blacklisted by any Government Dept / Public Sector Undertakings / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Cell:

Email:

Place:

Date:



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018****3. BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") intends to submit 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.

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 _____.

(Signature of the Authorised Official of Bank)

NOTE: 1. The bidder 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 and shall be on a Non-Judicial Stamp Paper of requisite value.



4. CONTRACT FORM

THIS AGREEMENT made theday of.....201 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

TOTAL VALUE:



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018****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:.....



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

5. 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,..... to supply.....
.....(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.

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 theday of.....

Signature and Seal of Guarantors

.....

Date.....

Address:.....

.....

NOTE :

1. The successful bidder should ensure that seal and code no of the signatory is put by the bankers, before submission of the Bank Guarantee.
2. Bank Guarantee issued by Scheduled Commercial Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 66 months with further one month claim period.



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

6. MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

To _____

Dear Sir,

Sub: Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site

Ref: CO:ITD:PROC:72/R1:2018-19 Dated 02.08.2018

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 RFP.

We hereby extend our full Warranty as per Conditions of Contract for the goods and services offered for supply by the above Company against this RFP. We duly authorise the said Company to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the Manufacturer and signed by authorized signatory.



7. Details of Storage systems supplied during the last 3 years

[illegible]

Note: Details to be given for each year separately.

Date:

Signature of Authorised Official with Seal



REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

8. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT

Date:

Sub: Certificate of commissioning of equipment.

Ref: Purchase Order No.

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

- (a) Purchase Order 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:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily* or

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

- (a)
- (b)

Signature _____

Name _____

Designation with date and stamp _____

* Explanatory notes for filling up the certificates:

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

(b) 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.

(c) 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.



9. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2018 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, 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 storage solutions for Indian Bank

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

The parties have established business relationship under a contract dated _____ entered in to between them for the purpose of commissioning a NAS solution. In the course of business relationship, 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



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement
- Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and/or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

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.

Notwithstanding the above, 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 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.

9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.



10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

11. Jurisdiction

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

12. Governing laws

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

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

BANK

.....

M/s.

REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018****10. Undertaking of authenticity****Sub: Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site****Ref: CO:ITD:PROC:72/R1:2018-19 Dated 02.08.2018**

This has reference to NAS solution being quoted to you vide our Quotation No. _____ Dated _____

We hereby undertake that all the components/parts/assembly/software used in the NAS Solution 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.

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 NAS Solution already billed, we agree to take back the NAS Solution if already supplied and return the money if any paid to us by you in this regard and our EMD/BG get forfeited.

Authorised Signatory

Name:

Designation

PS: (The above declaration has to be given by the Company Secretary duly Signed on the Letter Head of the Company)



CO: Information Technology Department

REF: CO:ITD:PROC:72/R1:2018-19

DATE 02.08.2018

11. PART-II (Price Breakup to be submitted by the Bidder after Online Reverse Auction)

Date:

The Assistant General Manager
Indian Bank
CO: Information Technology Department
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600 014.

Dear Sirs,

Sub: Supply, Installation, Commissioning and Maintenance of NAS storage based solution for accessing/archiving of documents at a Central Site

Ref: CO:ITD:PROC:72/R1:2018-19 Dated 02.08.2018

Online Reverse Auction dated _____

Further to online reverse auction conducted on _____, we give below the breakup details for the NAS Solution.

I. PRICE (Equipment, Installation, Programming, Testing & Commissioning Cost)

S.No.	Item Description	Description	Qty	Total Price in Rs.
1	NAS storage with three years warranty		1	
2	Installation and Commissioning charge		1	
3	4 th Year AMC		1	
4	5 th Year AMC		1	
Grand Total				

Total Amount in words: Rupees _____

The price quoted is inclusive of all Duties, Levies, Freight, Insurance, Delivery, Installation and onsite comprehensive warranty for 3 years and onsite



REF: CO:ITD:PROC:72/R1:2018-19**DATE 02.08.2018**

comprehensive AMC for 2 years (exclusive of Taxes, Octroi/Entry Tax only). Octroi/Entry Tax will be reimbursed on submission of original receipt. TDS if any, will be deducted as per the applicable rates from the payment.

We submit that we shall abide by the details given above and the conditions given in your above tender.

Office Seal

Place:

Date:

Business Address:

For
(Authorized Signatory)

Name:

Designation:

Mobile No:

Telephone No:

E-mail:



12. CHECKLIST for Part – I

S. No.	Criteria	Documents are to be submitted as proof
1.	The Bidder should be Public/Private Limited Company and should be in existence in India for the last 5 years as on 31/03/2018.	Copy of the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies.
2.	The Bidder should be a partner of the OEM for supply and support of the equipment in India.	Certificate issued by the OEM or any other documentary proof to be submitted.
3.	The Bidder should have earned Net Profit during last three financial years of the Bidder.	Copy of Audited Balance Sheet for the last three (2015-16, 2016-17, 2017-18) years should be attached.
4.	The annual turnover of the Bidder should be more than Rs. 5 crores during each of last three financial years of the bidder.	
5.	The Bidder should have supplied minimum one storage solution of make quoted during last three years (ending 31.03.2018) and supporting currently to at least one Banks / Financial Institutions / Government Organizations in India.	Copy(s) of Purchase Order issued by concerned Organisations should be attached as per format 7 of Section VI.
6.	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently.	Self Declaration as per format 2 of Section VI should be attached.
7.	Either OEM or authorized resellers (SI) on behalf of OEM can bid in a tender but not both.	
8.	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per format 1 of Section VI.
9.	Bid Security	Original Bank Guarantee for the required amount should be attached as per format 3 of Section VI.
10.	Manufacturer's Authorisation Form (MAF)	MAF obtained from the concerned OEMs should be attached as format 6 of Section VI.
11.	Undertaking of Authenticity	Undertaking issued by Company Secretary should be attached as per format 10 of Section VI
12.	Technical Compliance	Compliance to be given as per Annexure – I of Section IV