

Ref: CO:ITD:PROC:898/R1:2018-19**Date: 27/12/2018**

Sub: Request for Quotation for Procurement, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof".

Indian Bank invites sealed quotations for Procurement, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof. Part-I of the quotation will consist of technical details and Part-II will be through online reverse auction process.

Interested bidders may submit their quotation for Procurement, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof as specified in Part-I as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

I. PROCEDURE FOR SUBMISSION OF QUOTATION

- 1) Part I contains compliance details of the specifications given in **Annexure-I** for which quotation is called for. Part I enclosed to this letter should be filled and kept in a separate envelope marked "**for Procurement, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof - Due on 11/01/2019 at 15.00 Hours**". No column shall be left blank or altered.
- 2) Part II (**Annexure – II**) price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include cost of equipments, duties, levies, freight, insurance, warranty, AMC but exclusive of GST.
- 3) Part I to be submitted in original duly signed by the Authorised Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
- 4) Part I along with required documents should be put into (sealed) cover and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach him within the time stipulated as above (i.e **15.00 hours on 11/01/2019**).

The technical quotations will be opened at **15:30 Hrs on 11/01/2019**

- 5) Bank has the right to accept or reject any quotation/cancel the tender at its sole discretion without assigning any reason thereof.



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- a. A pre-bid meeting is scheduled to be held at the following address at **11.30 hours IST** on **04/01/2019**. 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 sending the **cost of bid document i.e. Rs.2,000/- (Rupees Two 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).

- 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.

easwarkb@indianbank.co.in

shyamala.varadarajan@indianbank.co.in

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 ported in our web site and informed to the bidders who have raised queries in writing.

7) ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum criteria –

- a. The Bidder should be a Limited Company and should be in existence in India for the last 3 years as on 30/09/2018 (Copy of Certificate of Incorporation to be submitted).
- b. The Bidder should be Net Profit earning Organization for the last three financial years (2015-2016, 2016-2017, 2017-2018) of the bidder.
- c. The annual turnover should be Rs 2 Crore or above in the last three financial years (2015-2016, 2016-2017, 2017-2018) of the bidder. (Copy of Balance Sheet for last three financial years to be submitted)
- d. The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently (declaration to be submitted by the bidder).
- e. The Bidder should be an Original Software Developer (OSD) of the Data Exchange Module (DEM) Software or an authorized partner / distributor of OSD.



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- f. The Bidder should have a team of well qualified and experienced staff in India, who will be able to attend the calls in person/ provide onsite support, respond to the issues at a very short notice and they should have the knowledge to extend support to the bank on a need basis.

8) BID SECURITY (EARNEST MONEY DEPOSIT) AND COST OF BID DOCUMENT

- a) The Bidder shall furnish Bid Security for Rs.1,00,000/- (Rupees One Lakh only) in the form of a Bank Guarantee favoring Indian Bank issued by a Scheduled Commercial Bank located in India, in the format specified in the Bid Document, along with Part I and valid for a period of 135 days from the last date for submission of bids **(Annexure – IV)**. Bank may seek extension of Bank Guarantee, if required.
- b) Unsuccessful Bidders' Bid Security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
- c) The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.
- d) The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs. 2,000/- (Rupees Two Thousand only) (non-refundable) as bid fees. Bid submitted without the DD will not be considered.
- e) The bidder will forfeit the bid security,
- I. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
(OR)
- II. In the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

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

- a. As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.
- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
- e. MSEs are also exempted from payment of cost of bid documents and submission of bid security.



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- f. 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 Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- g. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) 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).

II. EVALUATION CRITERIA:**1. General / Technical evaluation**

- a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
- b. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- c. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- d. The Data Exchange Module (DEM) Software offered should meet all the technical specifications as stipulated in the quote (Part I).
- e. The bidder should extend support for the quoted software for a period of five (5) years from the date of delivery.
- f. The bidder will be given sample file(s) and asked to do a proof of concept.

2. Commercial evaluation

- A. Technically qualified Bidders will be intimated to participate in the reverse auction to identify L1 (lowest quoted) Bidder for awarding contract.
- B. The comparison shall be between the prices quoted. The price should be
 - (i) Inclusive of all Duties, Levies, Delivery, Installation and support etc.
 - (ii) Exclusive of GST only. TDS, if applicable will be deducted as per the applicable rates from the payment.
 - (iii) Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

2. If there is a discrepancy between words and figures, the amount in words will prevail.



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If the Supplier does not accept the correction of the errors, its quote will be rejected.

C. After the reverse auction, the successful (L1) bidder has to submit the commercial quote

III. SCOPE OF PROJECT

a) DELIVERY SCHEDULE

The Delivery and installation of the Licenses and software should be made within Four (4) weeks from the date of acceptance of purchase order. On delivery the Program Manager / Account Manager of successful bidder is expected to contact the respective in-charge, plan the installation in coordination with Indian Bank team and should complete the installation within the schedule.

b) DELIVERABLES

- i. Installation, configuration and integration of software.
- ii. The following documents have to be provided:
 - a) Implementation / Installation document
 - b) User Manual / Operation Manual
- iii. The software shall have the support for a period of five (5) years from the original equipment manufacturer (OEM) from the date of delivery of software to the bank.
- iv. If during the software support period any licenses are found to be defective or not acceptable, they shall promptly be replaced by the Bidder at its own cost on the request of the bank.
- v. **Support:** Support services to be offered for problem resolution, bug reporting, and technical guidance on a 24x7 basis. This service should be provided through telephone, fax, e-mail directly.
- vi. Training to be provided to Bank's employees (Expected count of 10 members) for three (3) working days.

c) COMPREHENSIVE ONSITE WARRANTY & ATS

- a. The supplier has to provide 1 year onsite comprehensive 24*7*365 maintenance support under warranty from the date of going live.
- b. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or rectify the issue raised by the Purchaser, without cost to the Purchaser.
- c. If the Supplier, having been notified, fails to remedy the issue(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 as per the SLA.
- d. Comprehensive Onsite AMC/ATS for 4 years after completion of warranty. However, Bank reserves the right to enter into AMC/ATS with other vendor.

IV. SERVICE LEVEL AGREEMENT (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this tender and Purchase Order within 30 days from the date of issuing the



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purchase order.

V. TRAINING

The Bidder should provide training to the Bank's designated personnel employees (Expected count of 10 members) for three (3) working days to enable them to operate the software effectively. The software should be customizable as per the needs of the bank without any extra cost to the Bank. Documentation of installation has to be provided after successful installation.

VI. PLACE OF DELIVERY

The Deliverables should be delivered at Indian Bank, three grids (Service Branch Chennai, Service Branch Mumbai and Service Branch Delhi) and at DR site Hyderabad thereof. Complete address will be provided in the Purchase Order.

VII. DELAYS IN THE SUPPLIER'S PERFORMANCE

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.
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

VIII. LIQUIDATED DAMAGES:

If the Supplier fails to deliver any or all of the Goods/ Services within the period(s) specified in this order, for reasons solely attributable to the Supplier, the Bank shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods/ Services or a sum equivalent to 0.5% of the value of delayed Goods/ Services and Goods/ Services which cannot be utilized due to the delayed item, for each week or part thereof of delay until actual delivery up to a maximum deduction of 10% of the price of the delayed Goods/ Services. If the Goods/ Services are not delivered in time, the Bank may consider termination of this order.

IX. CONTRACT PERIOD

The contract period will commence from the date of acceptance of the Purchase order and will be valid up to a period of five year (one year warranty and four years ATS/AMC) from the date of go live or sign off. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

X. PAYMENT TERMS

On Delivery: 85% of value of software will be released within 15 days on submission of invoice along with proof of delivery of software and OEM licenses with acknowledgement of delivery by the officers of the bank.

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Submission of Certificate of working: 15% payment will be released upon submission of certificate issued by Bank Officials within 3 week of installation of software (Activation of product keys for supplied licenses to the satisfaction of the officers of the bank), confirming that the software licenses supplied are working and free from any defects based on sample testing.

XI. PERFORMANCE GUARANTEE

- a. Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, valid for 71 months(with further one month of claim period), in the format enclosed.
- b. 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.
- c. If not invoked, The Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.
- d. In case of project getting delayed, Bank will seek extension of the Performance bank guarantee

XII. NEGOTIATION

Bank reserves the right to negotiate on the price offered with the L1 vendor under exceptional circumstances.

XIII. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

XIV. MANUALS

Manuals and CD media, explaining the features of the equipment shall be supplied along with the equipment at no extra cost. Statutory licenses are to be provided to the bank, wherever applicable at no additional cost.

XV. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.



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The Bank, by 30 days written notice sent to the successful bidder, 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 Bank's convenience, the extent to which performance of the successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

XVII. TERMINATION FOR DEFAULT

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

a) if the Successful bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

or

b) if the successful bidder fails to perform any other obligation(s) under the Contract

c) If the Successful bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

XVIII. SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the Bank 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.
2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank 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.
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 Bank and 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 Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the

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appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, 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 Supplier and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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 Bank shall pay the supplier any monies due to the supplier

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

XIX. JURISDICTION

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.

XX. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the 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.

XXI. CHANGE ORDERS

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract as prescribed by the Bank / NPCI in any one or more of the following:

- a. the place of delivery; and / or
- b. the Services to be provided by the Supplier;

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

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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.

XXII. IT ACT 2000

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guideline s issued from time to time.

XXIII. AUTHORIZATION LETTER FROM OEM

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

XXIV. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank.

XXV. ACCEPTANCE OF PURCHASE ORDER AND CONTRACT FORM

Acceptance of purchase order should be submitted within 5 days of purchase order along-with authorization letter.

If for any reason L1 bidder backs out after issuance of purchase order or the purchase order issued to the L1 bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

XXVI. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.

OTHER TERMS AND CONDITIONS

- i. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- ii. Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter
- iii. Each bid should specify only a single solution which should meet the tender specifications and should not include/suggest any alternatives.
- iv. The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.

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- v.** To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder(s). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
 - vi.** In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.
 - vii.** The bidder shall submit a non-disclosure agreement on behalf of the bidder and individual capacity of all the persons contracted.
 - viii.** The Data Exchange Module (DEM) software planned for deployment in the project should be having a minimum of 5 years of support from the OEM from the date of Go - Live.



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ANNEXURE I
PART-I
TECHNICAL DETAILS

To
Indian Bank
Corporate Office : Premises & Expenditure Department
254-260, Avvai Shanmugam Salai, Chennai 600 014.

Date:

Dear Sir,

Sub: Supply, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof.

Ref: RFQ No. CO:ITD:PROC:898/R1:2018-19 Date: 27/12/2018

Referring to your above letter calling for quotations, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake Supply, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof, and submit our quotation.

Software Licenses (Service branch Chennai, Mumbai, Delhi, DR Site)**The following are the software licenses to be supplied:**

S. No.	Software Name	Total
1	Data Exchange Module (DEM) License for Active server at Three Grids (Chennai, Mumbai and Delhi) with one year warranty and 4 years AMC	3
2	Data Exchange Module (DEM) License for Passive server at Three Grids (Chennai, Mumbai and Delhi) with one year warranty and 4 years AMC	3
3	Data Exchange Module (DEM) License for DR Setup for 3 Grids with one year warranty and 4 years AMC	3

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- The specifications of the DEM software should be in conformance with the Data Exchange Module (DEM) for CTS – Technical Specifications Document; Version 5.0 dated September 30, 2018 as released by NPCI.
- DEM software should comply all technical specification issued by NPCI for DEM
- DEM software should support user login and access right management using the bank's Active Directory login.
- DEM software should have an option to download CHM master file from Clearing house, as when it is released
- DEM software should support Indian bank setup of Primary/Alternate/DR model
- DEM software should be configurable on multiple VMs hosted across multiple blade servers in a Chasis connected to one network HSM box with partition at DR site.
- DEM software should be capable of switch over to Alternate/DR from Primary during sessions and after session in case of any issue in Primary.
- DEM software should replicate all necessary data between primary and DR to facilitate invocation of DR as may be required.
- Bidder should extend all necessary support to switch over to Alternate/DR from Primary during sessions and also after session in case of any issue in Primary.
- DEM Software should be able to utilize the available HSM LUNA-PCI-E 7000 PW with the Bank at three locations and suggest suitable network HSM for DR site
- The software should be customizable as per the needs of the bank without any extra cost to the Bank.
- Bidder has to provide warranty/support services for 1 year for all the software licenses supplied by the bidder.
- Bidder has to provide AMC/ATS for 4 years after completion of warranty for all the software licenses supplied by the bidder.
- As and when NPCI releases any new version of Technical specifications for
 - o DEM or requires Upgradation of DEM software, Bidder has to inform the bank and provide the same without any financial implications during Warranty and AMC period.
- The Bidder should take care of below processes set by NPCI
 - o Extend help in doing Vulnerability assessment and penetration test and Information Security audit done by CISO team.
 - o Closure of any Vulnerability or Security issue reported by CISO team.
 - o Doing UAT and get certification from NPCI
 - o On boarding Indian bank to DEM
 - o Providing necessary support to Bank to access NPCI's new Aprta clear 6.0 application
- Detailed documentation of installation and User Manual has to be provided after successful installation.
- The Bidder should provide training to the Bank's designated personnel employees to enable them to operate the software effectively.

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- 1)
- 2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We offer support of **5 years** from the date of go live.

We agree for bid validity of 90 days.

We enclose the technical brochures for the model quoted.

We submit that we shall abide by your terms and conditions governing the quotations and Warranty mentioned in your letter. We submit that we abide by the details given above.

We undertake, if our quotation is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, 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 quotation you may receive.

We clarify/confirm that we comply with the qualification criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

We hereby certify that, we have not been black listed by any Government Dept/ PSU/ Banks currently.

Dated this day of 2018.

Signature of Authorised Person (Official) Duly authorised to sign bid for and on behalf of (give below the Name & Address of Bidder)

Name of the bidder:

Address:

Mobile No:

Email Address:

Company Seal:



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ANNEXURE II

Part II (to be submitted after online reverse auction)

COMMERCIAL BID

To

Date:

Indian Bank
Corporate Office
Technology Management Department
254-260, Avvai Shanmugam Salai,
Chennai 600 014

Sub: **Supply, Installation and Support of Data Exchange Module (DEM) Software for the three grids (Chennai, Mumbai and Delhi) and at DR site thereof.**

Ref: RFQ No. CO:ITD:PROC:898/R1:2018-19 Date: 27/12/2018

Online Reverse Auction Dated _____.

Further to online reverse auction conducted on _____, we give below the breakup details of Video Conference Equipments.

I. PRICE

S. No.	Software Name	Qty	Unit Price with 1 year warranty	Total Price	AMC/ATS for 2 nd year	AMC/ATS for 3 rd year	AMC/ATS for 4 th year	AMC/ATS for 5 th year	Total cost for 5 years
1	Data Exchange Module (DEM) License for <u>Active server</u> at Three Grids (Chennai, Mumbai and Delhi)	3							
2	Data Exchange Module (DEM) License for <u>Passive server</u> at Three Grids (Chennai, Mumbai and Delhi)	3							
3	Data Exchange Module (DEM)	3							

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License for DR Setup for 3 Grids							
Total							

GRAND TOTAL PRICE IN WORDS: _____

Note: 1. Price to include all duties, levies, 1 year warranty and 4 years AMC but exclusive of GST.

Place:

Date:

Signature of Authorised Person

Name

Business address

.....

.....

.....

Ref: CO:ITD:PROC:898/R1:2018-19
Date: 27/12/2018
ANNEXURE - III
CONTRACT FORM

THIS AGREEMENT made theday of....., ... Between Indian Bank (hereinafter "the Purchaser") of the one part and..... (*Name of Supplier*) of..... (*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 Price Schedule submitted by the Bidder;
 - (b) the Technical Specifications;
 - (c) the Conditions of RFQ;
 - (d) 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.	Software Name	Total
1	Data Exchange Module (DEM) License Active server at Three Grids (Chennai, Mumbai and Delhi) with one year warranty and 4 years AMC	3
2	Data Exchange Module (DEM) License Passive server at Three Grids (Chennai, Mumbai and Delhi) with one year warranty and 4 years AMC	3
3	Data Exchange Module (DEM) License for DR Setup for 3 Grids with one year warranty and 4 years AMC	3

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said(For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by tl
said (For the Supplier)

in the presence of:.....

Ref: CO:ITD:PROC:898/R1:2018-19**Date: 27/12/2018**

ANNEXURE - IV
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 _____.

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;

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. 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.

Ref: CO:ITD:PROC:898/R1:2018-19**Date: 27/12/2018****ANNEXURE - V****PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE**
OFFICES 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) and a set of spares 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:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------
3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms
4. The supplier has fulfilled its contractual obligations satisfactorily* or
The supplier has failed to fulfil its contractual obligations with regard to the following:
 - (a)
 - (b)

Signature _____

Name _____

Designation with stamp _____

*** Explanatory notes for filling up the certificates:**

- (a) They have adhered to the time schedule specified in the contract in despatching the documents/drawings pursuant to Technical Specifications.
- (b) They have 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.



Ref: CO:ITD:PROC:898/R1:2018-19**Date: 27/12/2018****ANNEXURE - VI****MANUFACTURER'S AUTHORIZATION FORM**

No. _____

Dated _____

To

Indian Bank
Corporate Office,
Chennai.

Dear Sir:

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ (*name & descriptions of products offered*) having production facilities at _____ (*address of production unit*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a quote and sign the contract with you against the RFQ Ref. No: _____ for the product manufactured by us.

We hereby extend our full warranty for the product offered for supply by the above company against this RFQ and duly authorise said company to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent.



Ref: CO:ITD:PROC:898/R1:2018-19**Date: 27/12/2018****ANNEXURE-VII****PERFORMANCE GUARANTEE**

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 Guarantor

.....

Date.....

Address:.....



