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Ref. No.PBGB:HO:IT:001

Date: 18 July 2011

TENDER NOTICE
Purchase of Servers for various branches

The Bank intends to procure **Servers for various branches of the Bank** . And for this purpose invites quotes for the same as per the specifications as indicated in Annexure A. These prices shall remain valid for all orders placed with the selected vendor for a period of 6 (six) months from the date of first such purchase order duly accepted by the vendor. You are requested to send your Proposals - Technical and Price as per the enclosed formats. The methodology for submission of the proposals is enumerated in Annexure B. Terms and Conditions of Contract (TCC) are given in Annexure C.

2. In this regard, a two-envelope bidding Procedure (Technical Bid and Price Bid) in separate envelopes will be adopted. **The Technical Proposal envelope should not contain any financial terms like cost of Hardware/system software or any of its components.** The financial bid envelope should contain both the cost of the hardware / system software as well as manufacturers built-in warrantee charges as mentioned in the enclosures. **The specifications given are the minimum requirements and the bidders may choose any specification equivalent or superior to the one given by the Bank in case the exact match is not in their product line.**

3. The bidders are requested to note the following:

- (i) Only Make/Model , strictly conforming to the specifications as mentioned in the RFP should be quoted.
- (ii) **Total unit cost to the Bank will be decided on the basis of unit cost of the hardware inclusive of Warranty support as per the specification.**
- (iii) **Technical bids will be evaluated as per the eligibility criteria. Thereafter the Bank reserves the right of selection of vendor either by opening of commercial bid of vendors (who are found eligible after evaluation of technical bids).**
- (iv) The Bank reserves the right to place the order in lots as per Bank`s requirements.In the first instance 4-5 servers may be ordered by the Bank.

- (v) All standard (default) items / components and optional items / components, if any, should be separately and clearly mentioned. Detailed cost breakup should be furnished in the Price Schedule as per the format prescribed.
- (vi) Technical specifications of the equipment offered (against the requirements specified) as well as the Technical Details (in the prescribed format) should be furnished along with the Bid, for all the standard and optional items if any offered. Otherwise the offer would be treated as Non-responsive.
- (vii) Detailed product brochures, catalogues, technical literature, system/reference manuals, instruction booklets and all supporting documentation (in the English language) **specific to the make/model(s) of the equipment (whether standard or optional) offered** should be submitted along with the offer.
- (viii) Any deviation from the specifications in the products offered should be separately brought out explicitly, in the column provided for this purpose.
- (ix) The Bank reserves the right to accept or reject in part or full, any or all the offers without assigning any reasons thereof.
- (x) **Delivery & installation of the goods should be completed within 15 days from the purchase order.**

4. The proposal shall remain valid for 60 days from the date of opening of Proposal and the rates of items finally selected shall remain valid for **180 days** from the date of award of contract.

5. The Bidding Document may be downloaded from the Bank website under:

Last Date and Time for Receipt of Bids at Pudukai Bharathiar Grama Bank (Address as given)	28/07/2011 by 5.00 p.m. on that day. Head Office, 441, M G Road Muthialpet, Puducherry 605 003
Date and Time of opening of Technical Bids	29/07/2011, 4.00 p.m.

General Manager.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Pudukkottai Bharathiar Grama Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Annexure A

SPECIFICATION FOR BRANCH SERVER-Tower Model

MAKE:

MODEL:

	<i>Specification</i>	<i>Complied/ Not complied</i>
CPU Make	Intel Xeon Processor	
CPU Required	1 No. Quad Core Intel Xeon 5600 Series	
CPU Speed	2.4 GHz or above	
Cache	12 MB L3 Cache	
QPI Speed	5.86 GT/s or above	
Chipset and Mother Board Features	Server Class Mother Board with ECC memory support Make : Model : INTEL / ASUS or OEM MNC	
Chip Set	Intel 5520 Series	
RAM	4 GB DDR3 ECC DIMM @ 1066 MHz or above. Effective RAM available should be 4 GB and to be provided as 2 x 2 GB Modules. Atleast 2 free memory slots should be available for future upgradation.	
Hard Disk	2 x 300 GB 10 K RPM 6Gbps SAS disks or above. Hot swappable Hard Disks with 2 additional free hard Disk Drive slots/Bays after populating the required disks.	
SAS Controller	Four port or above SAS controller with RAID 0 & 1 support. RAID 1 to be implemented. RAID Monitoring Software to be provided and installed.	
Monitor	18.5" or above TFT Monitor with TCO Certification (TCO '05 Certificate to be attached)	
VGA	Integrated Graphics Card with 8 MB SDRAM or above Video Memory	
Key Board	104 (or above) Keys PS 2/ USB Keyboard.	
Mouse	Two Button optical Scroll Mouse with USB Interface	
Network Card	2 x 10/100/1000 Mbps Ethernet Card with UTP Interface.	
SMPS	Minimum of 400 Watts	
Power Supply	Hot Swappable Redundant Power Supply (1+1)	
Fans	Redundant fan as standard	
PCI Slots	2 Free PCI series Slots after populating all adapters	
Ports	1 Parallel, 1 Serial , 2 free USB 2.0	
DVD	1 No. DVD Writer with speed of 22X or above (internal)	
Operating System	Microsoft Windows 2008 Server Standard Edition with 5 CAL Volume Licence (Paper Licence).	
Certification	Microsoft Windows 2003 Server or above Certified	
Support	Windows 2008 32 bit/64 bit support	

- Mention Make and Model of the Server, Processor, Motherboard Invariably.
- CPU, TFT Monitor, keyboard, mouse & DVD to be of the same colour.
- **Detailed** Hardware Compatibility Test Report issued by Microsoft to be submitted along with tender document.
- OS need to be installed by the vendor. All the other necessary software (OS Patches, other drivers of peripheral devices etc) which will be provided by Bank also needs to be installed by the vendor.

OS to be loaded in the server may be windows 2003 R2 or Windows 2008 32 bit/64 bit, may be decided as per the requirement of Bank.

Annexure-B

Instructions to Vendors

Submission of Proposals (Methodology)

The Proposal shall be submitted in two separate envelopes –Part I covering the Technical(except equipment price and warrantee charges) and Qualification aspects hereinafter referred to as „**Technical Proposal**“ and Part II covering only the price schedules hereinafter referred to as the „**Price Proposal**“ . **The two parts should be in two separate covers** each superscribed with the name “**Proposal for Purchase of Servers for Bank**” **as well as “Technical Proposal” and “Price Proposal”** as the case may be.

Documents comprising the **Technical Proposal Envelope**, should :

- (a) Duly signed copy of the TCC (Annexure-C)
- (b) Comply with the Technical Specifications of each item (Annexure-A)
- (c) **Be accompanied by duly filled in Proposal Form (FORM-1). The form must be duly signed by the vendor on company’s letterhead.**

Any Technical Proposal not containing the above will be rejected..

Any Technical Proposal containing any price information will be rejected.

Price Proposal Envelope should be accompanied by duly filled in Proposal Forms (**FORM 2**) and (**FORM 3**). The forms must be duly signed by the vendor.

The vendors shall seal the “**Technical Proposal**” and “**Price Proposal**” separately and the same shall:

- (i) be addressed to the Bank at the address given; and
- (ii) Bear the Name “**PROPOSAL for Purchase of Servers** ” and a statement: “**DO NOT OPEN BEFORE 28th July, 2011**”.

Proposals must be received by the Bank at the address specified, not later than the date & time specified in Request for Proposal.

ANNEXURE C

Terms and Conditions of Contract (TCC)

1. *Definitions*

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “**The Goods**” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank;
- (b) “**The Bank**” means the Pudukkottai Bharathiar Grama Bank;
- (c) “**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 Purchase Contract;
- (d) “**TCC**” means the Terms and Conditions of Contract contained in this section;
- (e) “**The Supplier**” or “**the Vendor**” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- (f) “**The Project Site**” means various branches/administrative offices of the Bank.

2. *Country of Origin*

2.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

2.2 For purposes of this clause, “origin” means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3. *Standards*

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

4. *Use of Contract Documents and Information*

4.1 The Supplier shall not, without the Bank'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 Bank 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.

- 4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.

5. *Patent Rights*

- 5.1 The Supplier shall indemnify the Bank against all third-party claims of infringement of license agreement, patent, trademark, or industrial design, intellectual property or copy rights etc. arising from use of the Goods or any part thereof in India.

6. *Inspection and Quality Control Tests*

- 6.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

- (i) Inspection of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards may be done at factory site of the Supplier before award of the Purchase Contract, by the Bank / Bank's Consultants;

Provided that the Bank may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection of goods.

- (ii) The inspection of the Goods is to check whether the Goods are in conformity with the technical specifications mentioned in the Invitation for Quotation or the Quotation submitted by the Supplier. The Supplier will dispatch the goods to the ultimate consignee after internal inspection/testing alongwith the Supplier's inspection report, manufacturer's warranty certificate. The Bank / Bank's Consultants may also carry out pre-dispatch inspection. In such a case, the entire cost of such inspection, including the board, lodging, travelling, incidental expenses of the Bank's representatives and/or Consultants, shall totally be borne by the Supplier, for the complete duration of the inspection. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- (iii) Also, the Bank will test the equipment after completion of the installation and commissioning at the site of the installation (for site preparation, the Supplier should furnish all details to the Bank sufficiently in advance so as to get the works completed before receipt of the equipment). Complete hardware and software should be supplied, installed and commissioned properly by the Supplier prior to commencement of performance tests;
- (iv) The acceptance test will be conducted by the Bank / Bank's Consultants or any other person nominated by the Bank, at its option. The acceptance will involve trouble-free operation for a period to be decided by the Bank, but not exceeding seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules / sections will be allowed. The Supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Bank, the successful completion of the test

specified. An average uptime efficiency of 98% for the duration of test period shall be considered as satisfactory;

Provided that the Bank may, at its discretion, require the Supplier to devise and conduct the acceptance test, at his own cost, in the presence of Bank's representative(s) to establish to the satisfaction of the Bank that the configuration/performance of the goods supplied are in conformity with the specifications laid down in the purchase contract.

- (v) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to get the equipment replaced by the Supplier at no extra cost to the Bank; and
- (vi) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the Supplier.

6.2 The inspections and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier, reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.

6.3 Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements, free of cost, to the Bank.

6.4 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.5 Manuals and Drawings

6.5.1 Before the goods and equipment are taken over by the Bank, the Supplier shall supply operation and maintenance manuals together with drawings, wherever applicable, of the goods. The manuals and drawings shall be in English.

6.5.2 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over, until such manuals and drawings have been supplied to the Bank.

6.6 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

6.7 Acceptance Certificates:

6.7.1 On successful completion of acceptability test, receipt of deliverables, etc., and after the Bank is satisfied with the working on the system, the acceptance certificate signed by the Supplier and the representative of the Bank will be issued. The date on which such certificate is signed (unless otherwise provided for) shall be deemed to be the date of successful commissioning of the systems

Training shall be conducted on the dates mutually agreed up on and within two months from the date of acceptance of supply.

7. Packing

7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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. Size and weights of packing case 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.

7.2 Packing Instructions: The Supplier will be required to make separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Contract No.; (ii) Supplier's Name; (iii) Consignee's Name (iv) Packing List Reference number.

8. Delivery Documents

8.1 Delivery & installation of the Goods shall be made by the Supplier **within 15 Days from the date of purchase Order**. The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:

- (i) 3 copies of Supplier's invoice showing contract number, goods description, quantity, and unit price and total amount;
- (ii) Delivery note, Railway receipt or acknowledgement of receipt of goods from the Consignee or in case of goods from abroad, original and two copies of the negotiable, clean, on-board bill of lading marked freight prepaid and two copies of non-negotiable bill of lading;
- (iii) 2 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,

The above documents shall be received by the Bank before arrival of Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

9. Insurance

9.1 The insurance shall be in an amount equal to 100 percent of the value of the Goods from "Warehouse to final destination" on "All Risks" valid for a period not less than 1 month after installation and commissioning and issue of acceptance certificate by the Bank.

Should any loss or damage occur, the Supplier shall –

- (a) initiate and pursue claim till settlement, and
- (b) promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

10. *Transportation*

Goods are to be delivered at various branches of the Bank in the Union Territory of Puducherry and major numbers will be required in and around Puducherry

11. *Incidental Services*

11.1 The incidental services to be provided are as under:

- (a) Performance of on-site assembly and start-up of the supplied computer hardware, operating system and other software packages;
- (b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods and equipment;
- © The hardware though purchased with particular operating system, the bank may at any future date use the hardware with other operating system and in such cases the hardware should have the compatibility for the new operating environment.
- (c) Training of the Bank's personnel at the Supplier's office or other facility, in the installation and operation of the computer hardware, utilities and all contracted software, as specified in TCC Clause 38.

12. *Spare Parts*

12.1 As specified in the TCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Bank may elect to purchase from the Supplier, provided, that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Bank, the blueprints, drawings, and specifications of the spare parts, if requested.
 - (iii) The vendor shall stock adequate spares as indented by the Bank at their respective Zonal Offices to ensure a better uptime, at no cost the bank.

13. *Warranty*

13.1 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. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.

13.2 The warranty shall be for the period of 1 year + 3 year extended period and shall start from date of acceptance of the Goods. Provided that wherever the Goods could not be installed due to the site not being ready or for any reason attributable solely to the Bank. The Supplier

shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with TCC Clause 6.

- 13.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 In case an equipment, peripheral or components (such as CPU, monitors, printers etc.) are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/replacements without disrupting the Bank's regular work.
- 13.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, in any case not later than 2 days, repair or replace the defective goods or parts thereof, without cost to the Bank.
- 13.5 If the Supplier having been notified, fails to remedy the defect(s) within 2 (two) days from the of receipt of such notice , the Bank 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 Bank may have against the Supplier under the Contract.
- 13.6 If during operation, the real Mean Time between Failures (MTBF) of any piece of equipment or component thereof does not prove to be within 70% (seventy percent) of the specified MTBF, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Bank.
- 13.7 **Maintenance Service:**
- 13.7.1 Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 13.7.2 The maximum response time for a maintenance complaint (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / telegram / fax /e-mail is made or letter is written) shall not exceed 3 (Three) hours from the receipt of such communication.
- 13.7.3 It is expected that the average downtime of an item will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the Supplier to repair it) as mentioned in the form of Technical Details. In case an item is not usable beyond the stipulated maximum downtime the Supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair / replacement will be liable for penalty of Rs.500/- per day per item. The amount of penalty will be recovered from Bank guarantee or the deposit made by the Supplier, during warranty and/or annual maintenance charges and/or by lodging a claim against the Supplier, as the case may be. In the event of Deposit or Bank Guarantee amount not sufficient to set off the liability of the Supplier under this head the Bank shall be at liberty to proceed against the Supplier for recovery of the balance as may be advised.

14. Payment

- 14.1 Payment shall be made in Indian Rupees, in the following manner:
- (i) **On Delivery: Ninety (90) %** of the order value on installation and commissioning of the Hardware ordered, and Bank's acceptance of the Hardware ordered. Wherever installation could not be carried out by the vendor due to the site not being ready even

after 30 days after the last date for delivery mentioned in the purchase order, the payment would be released upon Vendor's submission of a certificate from the location concerned, duly signed (with the office-seal affixed) by the Bank's authorities concerned that site is not ready. In such a case, the Vendor has to give an undertaking to complete installation within a week of being informed that the site is ready. As already stated, for reasons of delays in installation not attributable to the Bank and/or in the absence of vendor submitting the certificate within the stipulated period as mentioned herein, the liquidated damages would be levied as stated above.; and

- (ii) **Balance payment: Balance 10% will be paid either after the expiry of 1 year warrant + 3 year extended warrantee period**

OR

against submission of Performance Bank Guarantee of a reputed Bank, acceptable to the Bank, for an equivalent amount **valid for the period of warranty** (Format As per Form-7)

- 14.2 (i) For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a Scheduled Indian Bank or a Foreign bank operating in India, acceptable to the Bank, in the format enclosed. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India, acceptable to the Bank.

15. Prices

Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.

16. Change Orders

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

- (a) specifications;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

- 16.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within 7 days from the date of Supplier's receipt of Bank's changed order.

17. Contract Amendments

- 17.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

18. Assignment

- 18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

19. Subcontracts

- 19.1 The Supplier shall notify the Bank in writing of all subcontracts awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.
- 19.2 Subcontracts must comply with the provisions of TCC.

20. Delays in the Supplier's Performance

- 20.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Bank.
- 20.2 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 Bank 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 Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 20.3 Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

21. Liquidated Damages

- 21.1 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.00 percent per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay, until actual delivery and installation or performance. Once the maximum is reached, the Bank may consider termination of the Contract.

22. Termination for Default

- 22.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- Or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

- 22.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the

extent not terminated.

23. *Force Majeure*

- 23.1 Notwithstanding the provisions of TCC, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 23.2 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 as acts of the Govt. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank 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.

24. *Termination for Insolvency*

- 24.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

25. *Termination for Convenience*

- 25.1 The Bank, by 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 Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 25.2 The Goods that are complete and ready for delivery within 7 days after the Supplier's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and Services, the Bank may elect to have any portion completed and delivered at the Contract terms and prices.

26. *Resolution of Disputes*

- 26.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.
- 26.3 The dispute resolution mechanism to be applied shall be as follows:

a) In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the contract is above Rs. 1 Crore, 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 mutual discussion between the Bank and the Supplier.

b) Arbitration proceedings shall be held at Puducherry, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

c) 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; and

d) Where the value of the contract is Rs. 1 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

27. *Governing Language*

27.1 The governing language shall be English.

28. *Applicable Law*

28.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Supplier shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

29. *Notices*

29.1 The following shall be the address of the Bank and Supplier.
Bank's address for notice purposes:

The General Manager
Puduvai Bharathiar Grama Bank
Head Office
441, M.G. Road
Muthialpet
Puducherry-605003

Supplier's address for notice purposes:

.....
.....
.....
.....

29.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

30. *Taxes and Duties*

30.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. However Sales Tax / VAT will be paid extra. Payment of Octroi, entry-tax, alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

30.2 Income / Corporate Taxes in India:

The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid

by the Supplier shall include all such taxes in the contract price.

30.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

30.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

31. *Supplier Integrity:*

31.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

32. *Supplier's obligations:*

The Supplier is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier/Bank will treat as confidential all data and information about the Supplier/Bank/Contract, obtained in the execution of this tender, in strict confidence and will not reveal such information to any other party unless and until mutually agreed.

33. *Patent Rights:*

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Supplier shall on a mere demand by the Bank reimburse whatever expenses incurred by the Bank in this regard, within a period of 7 days of receipt of demand.

34. *Site preparation and installation:*

The Bank is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Bank will designate the installation sites before the scheduled installation date, to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

35. *Hardware Installation:*

The Supplier is responsible for all unpacking, assembling, installations, The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

36. *Hardware & System Software Maintenance:*

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than a day, the Supplier shall either repair the defective unit within 24 hours or immediately replace the defective unit or replace the same immediately at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within two (2) hours of being notified of equipment malfunction.

During warranty period, the Supplier will, in addition to attending the service calls as provided above, perform Preventive Maintenance once a quarter on a mutually convenient day.

37. *Training:*

For each hardware and software component installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate the total system. The number of users to be trained and the duration of the training shall be as specified in the Invitation for Quotation or as quoted by the Bank in his Quotation. The venue, arrangements for provision of hardware/software and costs for the training shall be as specified in the Invitation for Quotation.

38. *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.

39. *Right to use defective equipment:*

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Bank shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Bank's operation.

40 *Standards:*

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards like ANSI, IEEE, ISO, X/Open etc.

Please note that any quotation which does not provide the above information in the specified formats is likely to be rejected and the Bank will not enter into any correspondence with the vendor in this regard. You are requested to quote only one model against each item.

41 *Bank's Right to reject any or All Bids*

The Bank reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**PROPOSAL FORM (TECHNICAL PROPOSAL)
(To be kept in the Technical Proposal Envelope)**

Date:.....

**To:
The General Manager
Puduvai Bharathiar Grama Bank
Head Office
441,M.G.Road
Muthialpet
Puducherry-605003**

Gentlemen,

Re: Request for Proposal for Purchase of Serverss for the Bank

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Hardware/Software, in conformity with the said Proposal documents.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in **clause 8.1 of Annexure C.**

If our Proposal is accepted, we will obtain the guarantee of a bank for 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 the Proposal and the rates quoted therein.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and 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 namely "Prevention of Corruption Act 1988".

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

Dated this day of 20.....

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**PROPOSAL FORM (PRICE PROPOSAL)
(To be kept in the Price Proposal Envelope)**

Date:

To:

**The General Manager
Puduvai Bharathiar Grama Bank
Head Office
441,M.G.Road
Muthialpet
Puducherry-605003**

Gentlemen,

Re: Request for Proposal for Purchase of Servers for the Bank

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Hardware/Software, in conformity with the said Proposal documents for the sum of..... (Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in **clause 8.1 of Annexure C**.

If our Proposal is accepted, we will obtain the guarantee of a bank for 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 the Proposal and the rates quoted therein for the orders awarded by the Bank.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and 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 namely "Prevention of Corruption Act 1988".

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

Dated this day of 20....

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE**FORM 3**

1	2	3	4	5				
Hardware	Quantity	Unit Price with 1 year warranty + 3 years extended warrantee as offered by OEM (Rs.)	Total Price with 3 years* Warrantee as offered by OEM (Rs.)(2 * 3)	Final Price in words (Rupees) (4)				
Servers	1							
TOTAL VALUE TO BE CONSIDERED FOR THE PURPOSE OF L1 →								
Notes:								
1. Unit Price quoted should be inclusive of <u>all</u> costs, duties, levies, taxes and all other applicable charges. Sales tax or Value added tax will be paid extra. Octroi or entry-tax alone, if applicable shall be reimbursed extra at actual, against proof of payment in original by the supplier. The price so quoted, shall be valid for 180 days from the date of award of Contract.								
2. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations) whatsoever, shall be admissible during the Price validity Period.								
4. Vendor will be responsible for obtaining necessary clearance/approval from the local sales tax authorities (at destination place)								
Signature of Bidder with :→								
Seal & Name :→								
Business Address :→								

Form-4

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ between **Puduvai Bharathiar Grama Bank** (hereinafter called "the Purchaser") of the one part and _____ (*name of the supplier*) having its Registered Office at _____ (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 ancillary services*) and has accepted a Bid by the Supplier for the supply of those goods and services at a 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 meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of bid No. **PBGB:HO:IT:001 dated 18/07/2011** 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 Terms and 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.
5. Neither party shall disclose the confidential information to a third party. The parties will, at all times, maintain confidentiality regarding the contents of this Agreement and proprietary information including any business, technical or financial information.

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	Unit Price (Rs.)	Quantity to be supplied	Total Price (Rs.)

TOTAL VALUE: (Rs.) _____

DELIVERY SCHEDULE: As per purchase order.

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 the Purchaser)

In the presence of:

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of:

PERFORMANCE SECURITY FORM

(The Validity of the Guarantee should be for the period of warranty offered from the date of installation for warrantee obligation and additionally 2 months for submission of claims)

To: _____ (Name of Purchaser)

WHEREAS..... (Name of Supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of Contract 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 (Supplier's Bank)

.....

Date.....

.....

.....

Address:

.....

.....