



CORPORATE OFFICE: CREDIT MONITORING AND REVIEW DEPARTMENT- BENGALURU

Sub: Request for Proposal (RFP) for Procurement of Early Warning Signals (EWS) software system with 4 years ATS after warranty period of One Year.

Tender Document Details:

Tender Reference Number and Date	RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018
Last date for seeking Pre-bid clarifications/queries through email @ cocmrgm@syndicatebank.co.in	17/12/2018
Pre Bid meeting	19/12/2018 at 15:00 hours
Last Date & Time for submission of Bids in Online Mode	09/01/2019 up to 16:00 hours (Physical Submission of Bids will not be accepted)
Last Date & Time for submission of Physical Documents (Offline Mode)	11/01/2019 up to 16:00 hours
Documents to be submitted physically by Bidders (Offline Mode)	<ol style="list-style-type: none"> 1. Earnest Money Deposit/Bid Security 2. RFP Cost 3. Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode. 4. Integrity Pact (Duly Signed) <p>Note: Companies registered as Micro/Small Units under MSME/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2</p>
Earnest Money Deposit/Bid Security	₹15.00 Lakh valid for 6 months from the last date of submission of Bids in the form of Bank Guarantee. (Mode of submission: Offline).
RFP Cost	Non-refundable ₹29,500/- (₹25,000/- + GST @18% i.e. ₹4,500/-) in the form of DD (Bidder must submit details of their GSTIN along with DD). (Mode of submission: Offline).
Date of opening of Bids (Online & Offline)	11/01/2019 at 16:30 hours
Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s e Procurement Technologies Ltd. through Website https://syndicatebank.abcprocure.com.</p> <p>Following activities will be conducted online through above website:</p> <ol style="list-style-type: none"> a) Submission of Bid for Eligibility Criteria and for compliance to Technical Specifications b) Bid Evaluation for Eligibility Criteria and Technical Specifications c) Clarifications, if any, sought by bank d) Online Sealed Bid (Only for Technically responsive bidders) e) Online Reverse Auction (Only for Technically responsive bidders)

	Representatives of Bidders will be given required training for e-Procurement process by our Service Provider, M/s e Procurement Technologies Ltd. (abc Procure) .
Documents to be uploaded online	The documents to be uploaded as part of online bid submission, are as follows : <ul style="list-style-type: none"> a. Eligibility Criteria, along with all supporting documents required. b. All annexure as per RFP on Company's letter head with authorizing person's signature and company seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures e. Manufacturers' Authorization Form as per Annexure-E, if applicable. f. Technical Specifications/Proposal as per Annexure - I g. Any other information sought by the Bank with relevant to this RFP.

[Please note: The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.]

This RFP document can be downloaded from the Bank's websites www.syndicatebank.in & portal website: <https://syndicatebank.abcprocure.com>. Clarifications, Modifications and date of Extensions, if any, will also be posted on the same websites and no paper publication will be done for the same.

Issued by:

General Manager
Credit Monitoring and Review Department
Corporate Office
2nd Floor, Gandhinagar,
Bengaluru – 560 009

Contact Numbers:

Tel: 080-22375705
Fax: 22268718
Email-Id: cocmrgm@syndicatebank.co.in

Check list to Bidders:

Bidder should submit following documents as part of Technical Bid:

SI. No	Particulars	Remarks
1.	Cost of Bid	Offline
2.	Bid Security (as per Annexure D)	Offline
3.	Eligibility Criteria (Point No. 1 to 11)	Online
4.	Annexure A (Other Important Terms and Conditions)	Online
5.	Annexure B (Bid Form)	Online
6.	Annexure C (Undertaking letter for Authenticity)	Online
7.	Annexure E (OEM / Solution Provider Authorization Form)	Online
8.	Annexure F (Bidder's Authorisation Form to their employee)	Online
9.	Power of Attorney / Board Resolution – for the person who signed Annexure F, To be uploaded in Annexure F Section.	Online
10.	Annexure G (Particulars of bidder / solution provider))	Online
11.	Annexure H - (Terms & Conditions Compliance table)	Online
12.	Annexure I (Functional/ Technical Requirements Compliance Table) and Brochure, if any	Online
13.	Annexure J (letter of indemnity)	Online
14.	Annexure K-1 (Compliance to Online Sealed Bid & Reverse Auction Process)	Online
15.	Annexure L - Details of Hardware and Software / Operating Systems	Online
16.	Annexure M- Requirements Compliance Statement	Online
17.	Annexure N- (Non-Disclosure Agreement) (On ₹ 200/- Stamp Paper)	Only by successful bidder after receiving PO
18.	Annexure O- - Performance BG	Only by successful bidder after receiving PO
19.	Annexure P- (Non-Disclosure Agreement) (On ₹ 200/- Stamp Paper)	Only by successful bidder after receiving PO
20.	Annexure Q Conformity Letter	Online
21.	Annexure R (Turnover, P&L, Experience) Financial Statements / Reports	Online
22.	Annexure S – Satisfactory letter	Online
23.	Annexure T – Integrity Pact	Offline

All documents meant for physical submissions should be properly filed to facilitate easy handling. (Spiral binding must be avoided).

To
All Eligible Bidders

Sub: Request for Proposal (RFP) for Procurement of Early Warning Signals (EWS)

We request you to submit your proposal for Procurement of Early Warning Signals (EWS) Software solution for in Syndicate Bank as per the Scope of work and Technical specifications detailed elsewhere in this document.

Background/ Brief Description of the Solution:

Syndicate Bank (Bank) is a premier Indian Public Sector Bank having a network of more than 4000 Branches / Offices across the country. All the Branches of the Bank have been covered in Enterprise Wide Network of Core Banking Solution (CBS) of the Bank. The Data Centre of the Bank is located in Mumbai and Disaster Recovery Centre in Bangalore.

The Credit Monitoring and Review Department (CO: CMRD) is monitoring the Special Mention Accounts (SMA). The Bank desires to implement Procurement of Early Warning Signals (EWS) software solution for monitoring of SMA accounts. The Bank requires software solution (web based application with a browser based front end) with a three level user interface (CO, ZOs/ROs and Branches as Level-1, Level-2 and Level-3 respectively).

Reserve Bank of India brought into force a systematized framework for fraud management in Banks. The framework has also provided a list containing 45 early warning signals which should immediately put the Bank on alert regarding a weakness or wrong doing in a particular loan account.

The Bidder shall offer software solution with 4 years ATS after one year free warranty period on ownership model as per Bank's need. The Bidder shall undertake the project as per the Scope of Work and Technical Specifications provided in this document. **Bidder has to provide only Application software & submit the details of Hardware & operating system (as per Annexure L- for DC & DRS Setup) required for implementing solution as mentioned in the Annexure- I. The proposed solution should support Oracle Database. The required Oracle DB licenses shall be provided by the Bank.**

Brief Description of requirements:

Sl. No.	Description
01.	Supply, Installation, Commissioning of <u>Procurement of Early Warning Signals (EWS) Software Solutions</u>

1. Eligibility Criteria:

Interested Bidders, who are providing solution as briefly explained above and meeting the following Eligibility Criteria may respond to this RFP.

Sl. No	Details	Supporting Documents to be submitted
1.	The bidder should be a Registered Company under Indian Companies Act 1956 for the last five years as on date of RFP with valid GST Tax registration certificate.	The Copy of certificate of incorporation & copy of Memorandum, Article of Association and GSTN certificate should be submitted along with the bid.
2.	The Bidder / Bidder's parent company should have earned Net profit in at least one out three of preceding Financial	Audited Financial Statements, B/S & P&L and also to be mentioned in Annexure-R (I).

Sl. No	Details	Supporting Documents to be submitted
	Years and Operating profit in the other Financial Years as per the audited Financial Statements and should have a positive Net Worth of at least ₹5.00 Crore.	In case the financial statements are not audited for 2017-18, they shall be certified by Company Auditors (Certificate from unrelated Chartered Accountant cannot be accepted)
3.	The Bidder/ Bidder's parent company should have an average turnover of at least ₹10.00 Crore or above during the immediate last three Financial Years.	Audited Financial Statements or audited report form chartered accountant. Turn over details are to be mentioned in Annexure-R (I). If 2017-18 financial results are not audited, a certificate from the Company's Auditor is to be submitted.
4.	The bidder should be the owner or certified/ authorized agent of OEM of the solution offered	Undertaking Letter that Bidder is OEM for solution offered (Or) Certificate from OEM stating that Bidder is certified/ authorized agent of OEM of the solution offered.
5.	The Bidder/ OEM should have experience of having managed the proposed solution/ similar solution in any Public/Private Sector Banks in India during the immediate preceding 3 years.	Certified Xerox copies of Purchase Orders and letters issued by the customer where it is supplied duly mentioning the solution name. The bidder must enclose letter for satisfactory implementation and maintenance letter for the proposed solution from Head Office / Central Office of the customer where Solution is implemented
6.	OEM can participate either directly or through their partner. Where OEM is not directly participating the bidder shall ensure that OEM enters into a tripartite agreement with Bank & the bidder for the purpose of implementation and maintenance	Undertaking Letter is to be submitted on OEM's letter head in this effect.
7.	The bidder company should be a valid ISO 9000/9001 or ISO/IEC 27001 certification holder company for the IT related activities	Copy of the ISO 9000/9001 or ISO/IEC 27001 certificate should be submitted along with the Technical bid
8.	OEM should provide an authorization that software offered is not 'End of Support' for a minimum of 4 years after completion of one warranty year.	Certificate from OEM on Non-End of Support for a minimum of 5 years (i.e., through the life of entire project period).
9.	The Bidder and OEM should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings during the last three years and the said disability should not be in force.	Undertaking letter / Confirmation letter from the participating Bidder & OEM on their official letter head duly signed by the authorized signatory
10.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of Syndicate Bank.	Self-declaration letter

Sl. No	Details	Supporting Documents to be submitted
11.	<p>The bidder and OEM should have service/support infrastructures in India and should be able to provide efficient and effective support.</p> <p>Bidder shall ensure back to back availability of support from OEM for the contract period.</p>	<p>Letter from bidder and OEM to this effect with full address of service should be produced.</p> <p>A letter from OEM shall be submitted as part of bid</p>

The bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The Bidder should enclose proof in support of all eligibility criteria while submitting the Bid Proposal, failing which, the Bid Proposal will not be considered for further evaluation. There is no restriction on the number of credentials a bidder can provide, however all credential letters should be appropriately bound, labelled and segregated in the respective areas.

2. Disclaimer:

This RFP is not an offer by Syndicate Bank, but an invitation to receive response from bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of Syndicate Bank with the bidders.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

3. Integrity Pact:

- ✓ The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract
- ✓ Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the bidding process.
- ✓ The bidder shall submit signed integrity pact as per Annexure-T. Those bids which are not containing the above are liable for rejection.
- ✓ Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- ✓ Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- ✓ Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusions from future business dealings.
- ✓ The Integrity Pact Agreement submitted by the bidder during the Bid Submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee /AMC if contracted whichever is later
- ✓ Integrity Pact, in respect of a particular contract would be operative stage of invitation of Bids till the final completion of the contract .Any violation of the same would entail disqualification of the bidders and exclusions from future business dealings.

- ✓ Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- ✓ The Name and Contact Details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Dr. K Saleem Ali Email:saleemali53@gmail.com	Shri. Anand Deep Email:anand.deep117@gmail.com
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4. Authorization to Bid:

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have a valid digital certificate issued in his name and should have authority to quote bid amount in on-line-seal bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc to be provided.

The photo copy of necessary Original resolutions/authority/ Power of Attorney having authority to Authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per Annexure-F.

5. Scope of Work:

Some Early Warning signals which should alert the bank officials about some wrongdoings in the loan accounts which may turn out to be fraudulent (as per circular issued by RBI vide Ref. No. RBI/2015-16/75 DBS.CO.CFMC.BC.No.1/23.04.001/2015-16 July 01, 2015)

1. Default in payment to the banks/ sundry debtors and other statutory bodies, etc., bouncing of the high value cheques.
2. Raid by Income tax /sales tax/ central excise duty officials.
3. Frequent change in the scope of the project to be undertaken by the borrower.
4. Under insured or over insured inventory.
5. Invoices devoid of TAN and other details.
6. Dispute on title of the collateral securities.
7. Costing of the project which is in wide variance with standard cost of installation of the project.
8. Funds coming from other banks to liquidate the outstanding loan amount.
9. Foreign bills remaining outstanding for a long time and tendency for bills to remain overdue.
10. Onerous clause in issue of BG/LC/standby letters of credit.
11. In merchanting trade, import leg not revealed to the bank.
12. Request received from the borrower to postpone the inspection of the godown for flimsy reasons.
13. Delay observed in payment of outstanding dues.
14. Financing the unit far away from the branch.
15. Claims not acknowledged as debt high.
16. Frequent invocation of BGs and devolvement of LCs.
17. Funding of the interest by sanctioning additional facilities.
18. Same collateral charged to a number of lenders.
19. Concealment of certain vital documents like master agreement, insurance coverage.
20. Floating front / associate companies by investing borrowed money.
21. Reduction in the stake of promoter / director.
22. Resignation of the key personnel and frequent changes in the management.
23. Substantial increase in unbilled revenue year after year.

24. Large number of transactions with inter-connected companies and large outstanding from such companies.
25. Significant movements in inventory, disproportionately higher than the growth in turnover.
26. Significant movements in receivables, disproportionately higher than the growth in turnover and/or increase in ageing of the receivables.
27. Disproportionate increase in other current assets.
28. Significant increase in working capital borrowing as percentage of turnover.
29. Critical issues highlighted in the stock audit report.
30. Increase in Fixed Assets, without corresponding increase in turnover (when project is implemented).
31. Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet.
32. Liabilities appearing in ROC search report, not reported by the borrower in its annual report.
33. Substantial related party transactions.
34. Material discrepancies in the annual report.
35. Significant inconsistencies within the annual report (between various sections).
36. Poor disclosure of materially adverse information and no qualification by the statutory auditors.
37. Frequent change in accounting period and/or accounting policies.
38. Frequent request for general purpose loans.
39. Movement of an account from one bank to another.
40. Frequent ad hoc sanctions.
41. Not routing of sales proceeds through bank.
42. LCs issued for local trade / related party transactions.
43. High value RTGS payment to unrelated parties.
44. Heavy cash withdrawal in loan accounts.
45. Non submission of original bills.

The bidder will be responsible for supply, installation, integration and operationalization of a suitable Early Warning Signals (EWS) System Solution. The successful bidder will be responsible for delivery, installation & implementation of System software, Application Software and development / customization of Early Warning System. The integration of this software with Bank's internal systems such as Flexcube-CBS, RAM Rating etc. as well as interface with Internet / Social Media / Information from different Credit Bureau / Rating Agencies and other external sources will be the responsibility of the bidder. The bidder shall also provide requisite maintenance and support services for a period of 5 (five) years (including one year warranty period) from the date of live-signoff by the Bank.

As part of the overall scope of the RFP, the Bidder need to interact with Bank's business teams, gather and finalize functional requirements.

Hardware Sizing for proposed solution: The bidder will be responsible for sizing of all required hardware, software, applications, utility software/tools, database, storage, network devices/equipment, internet bandwidth requirement, power and space requirements etc. adequately. The sizing of above specified items shall be specifically listed out by the bidder at the time of submission of the RFP response under technical proposals per the format provided in Annexure-L.

6. Payment Terms:

Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful Bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Syndicate Bank, for 10% (ten percent) of the contract value (exclusive of AMC/ATS charges), valid for 66 months covering Warranty & AMC period as per Annexure- O.

- i. No payment shall be made to the successful bidder until Performance BG is submitted.
- ii. If PBG is not submitted by the successful bidder as per PO terms, Bid Security shall be invoked by giving notice to the vendor.
- iii. Liquidated Damages at the rate of 12% per annum of the PBG amount shall be levied for the delayed period in submitting PBG.

All the systems shall be properly maintained irrespective of Non-claiming/ Non-renewal of maintenance charges by the vendor in time. Failure of the Selected Bidder to comply with the requirement of executing Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

All payments will be released from our office within 30 days of claim on submission of all relevant documents. The payments will be released through NEFT/ RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

- i) First instalment of 40 % of the Contract price of the project along with 100% GST, wherever applicable, shall be paid on **installation of solution (product) both in DC and DRS** and upon submission of the following documents :
 - a) Original copy of the Bidder's Invoice (with Certified Xerox copy) showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.
 - b) Note for Delivery of S/W signed by consignee or acknowledgement of receipt of software from the consignee with Name, Designation, BIC No., Mobile No, with Seal.
 - c) Manufacturer's/Bidder's Warranty Certificate, if any.
 - d) Delivery of Software Licenses (Paper), if any, at CO: CMRD, Bangalore.
 - e) Letter issued by Bank for completion installation.
- ii) Second instalment of **40%** of the Contract price shall be released **after On satisfactory UAT and Live Sign-off** upon submission of the following documents:
 - a) Certified photo copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.;
 - b) Letter issued by Bank for completion of satisfactory implementation, customization, UAT and Live Signoff.
- iii) Final instalment of **20%** of the Contract price shall be released **after three (3) months of live sign off** and upon submission of the following documents.
 - a) Certified Xerox copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.;
 - b) Letter issued by Bank for completion of Final Acceptance and final sign-off.

TDS on payments will be deducted as applicable.

7. Time Schedule and Delivery, Installation and Commissioning

The entire software solution has to be implemented within 12 weeks from the date of acceptance of Purchase Order. Entire application software has to be provided by the Bidder.

8. Liquidated Damages:

For any delay in implementation of this project beyond 12 weeks from the date of acceptance of Purchase Order issued by the Bank, the Bank reserves the right to charge an LD (Liquidated Damages) at the rate of 0.5 % of the cost of the Contract Value per week, subject to a maximum of 10% of the Contract Value and the amount will be recovered from any other amount due to the Bidder or by invoking the Performance Security.

If the Liquidated damages reach the maximum value, the Bank will be at liberty to cancel the entire Contract and invoke all the guarantees / securities provided by the Bidder. However, if there is delay beyond the above period and/or amendments thereon, due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The Bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Syndicate Bank at respective locations and to undertake to complete the project within next 4 weeks of confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this Bid Document.

9. Warranty and ATS:

The Bidder shall offer software solution with **4 years ATS after warranty Period of 1 year (Warranty Period starts from the date of live sign off)** from the date of commissioning of the services. However, the Bank reserves right to renew ATS of the solution after completion of 1 year warranty & 4 years of ATS/AMC **at mutually agreed rate for one or more years.**

If the bidder fails to offer service for the specified period, then the bid is liable for rejection and may cause Heavy Penalty/Blacklisting of Bidder's company/Legal Action against Bidder Company.

1. Bidder has to provide one year warranty of the offered solution, post go-live user acceptance/sign-off of the application. During the warranty period, the bidder has to customize the application as per Bank's requirement, maintain it and fix reported bugs at no extra cost to the Bank.
2. The Bidder shall also provide **Complete Maintenance Support** (Post Warranty and ATS- as and when it is required) for at least 4 years for offered solution which must include:
 - a) Supply, installation and configuration of upgraded versions of application, software's & patches (whenever released) which are supplied by the bidder.
 - b) Trouble Shooting & Rectification of bugs /defects.
 - c) Fine Tuning/Performance Tuning/Security Configuration of the Complete Solution.
 - d) Reinstallation& Reconfiguration of software/database (whenever required).
 - e) Testing of the Solution (as specified above).
 - f) Help & support should be provided by the Bidder in any of the following modes depending the urgency and complexity of the issue:
 - i. Telephonic Support.
 - ii. Email Support.
 - iii. Onsite Support (whenever required)
3. Bidder has to provide uninterrupted support services as per Bank's working hours (Monday to Saturday).However, support shall be available on 24*7 basis during periods

of crisis, resolution of issues or movement of releases/fixes. Bidder has to provide detailed escalation hierarchy which must include:

- a. Maximum Number of Level in escalation hierarchy should not exceed 4.
 - b. Defined issue resolution time (min & max) at each level.
 - c. Support Level wise contact information (escalation hierarchy) should be provided to Bank which includes Support Engineer/Team Leader/Manager/Higher Official Name, Office Number, Personal Mobile Number and Email ID etc.
 - d. All modes of communication to raise issue should be accepted by Bidder like: by registered email, by registered phone, by issue tracker system, by official letter from Bank (scanned or actual).
4. Vendor has to facilitate without any additional cost for below requirements :
- a. Technical Engineer (with sound knowledge application development & domain) availability for the discussion & finalization of the additional requirement/changes in existing requirement (if any, as & when required) throughout the contract period
 - b. Single point contact person i.e. "Account Manager" who has to visit CO: CMRD (regularly/on demand) to ensure smooth functionality & various other discussion related to the solution. The Technical Engineer/Account Manager should be stationed at Vendors premises and must be available as and when required.
5. As a part of the ATS support, Vendor/OEM is required to setup one Development/Test Server at their support centre to simulate & resolve the issues reported by the Bank (with the help of the log generated by the application). Although the backup will be taken by the DC team but the vendor will also be responsible to test the backup for the restorability using test server once in every 6 months.
6. Vendor will be responsible to do all the required testing/validation against the specified guidelines and submit the relevant reports to the Bank before Go-Live and the cost is to be borne by the Vendor. These testing should be conducted by the ATS Support Team as a part of the ATS contract and relevant report are to be submitted to the Bank. The tests also includes load testing & performance bench marking (if required).

10. Service Level Agreement (SLA):

Within sixty (60) days of receipt of the Purchase Order or before submission of the bill for payment, the selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The SLA will include the terms/conditions as in RFP. The Bidder however may submit the SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

Time is the essence of the contract and the bank expects the Bidder to complete the project as per the implementation plan specified in the RFP. If the Bidder fails

- I) to deliver any or all software; or
 - II) to commence services within the time specified as per the terms of the RFP; or
 - III) to perform the services and extend the support that meets the requirements as stipulated in the RFP within the time specified in the RFP; or
 - IV) to maintain the uptime of the solution/component of the solution;
- Penalties shall be applicable as per the terms in RFP.

The Bidder need to execute a Service Level Agreement/Contract with the Bank covering all terms and conditions of this tender. Bidder need to strictly adhere to Service Level Agreements (SLA). Services delivered by bidder should comply with the SLA mentioned below. The Bank shall without prejudice to its other rights and remedies under and in

accordance with the terms of the RFP levy liquidated damages from payments due to the Bidder. SLA will be reviewed on a quarterly basis. SLA violation will attract penalties.

Inability of the Bidder either to provide the requirements as per scope or to meet the timelines as specified would attract liquidated damages. Service Levels will include Availability measurements and Performance parameters.

The selected bidder shall provide Availability Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Bidder shall use an appropriate tool for the purpose of such reporting. Performance measurements would be assessed through audits or reports, as appropriate to be provided by the selected bidder e.g. utilization reports, response time measurements reports, etc. The tools to perform the audit will need to be provided by the selected bidder. Audits will normally be done on regular basis or as required by Company and will be performed by Bank or Bank appointed third party agencies.

System availability (in Percentage) is defined as:

$\{(\text{Scheduled operation time} - \text{system downtime}) / (\text{scheduled operation time})\} * 100.$

Where:

- I "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- II "System downtime" subject to the SLA, means accumulated time during which the system is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation.
- III Service Levels should be complied with irrespective of the customizations that the applications would undergo during the tenure of the Contract.

11. PENALTY

If the critical/high priority issues leading to failure in usability of the product reported is not resolved within 1 day of reporting the same, the Bank shall have full right to levy penalty @ ₹5000/- (Rupees Five Thousand Only) per day, subject to a maximum of 10% of the contract value.

The selected bidder is liable for a penalty of ₹5,000/-(Rupees Five thousand only) per 0.01% drop in the service availability below the expected availability of 99.00%, subject to a maximum of 10% of the contract value. Please refer the section 9- Service Level Agreements (SLAs) for calculation of service availability.

Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, the onus of proof lies with the bidder.

GST will be charged @18% on Penalties and the same will be recovered from the Bidder

12. Tripartite Agreement

Selected Bidder and OEM(s) shall enter into Tripartite Agreement with Bank within Fifteen (15) Days from the acceptance of the Purchase Order. The format of the Tripartite Agreement shall be shared with the selected bidder along with PO.

13. Manufacturer's Authorization Form:

In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or Authorized distributors etc., a separate "Manufacturer's Authorization Form" on behalf of the OEMs should be enclosed along with the Technical Bid. Proposals received without the Authorization letter/s will summarily be rejected.

14. Bid Security and Cost of RFP:**Bid Security:**

- i. The Bidder shall furnish, as part of its Bid, a Bid Security for an amount of ₹15,00,000.00 (Rupees Fifteen Lakh Only) in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial Bank in India other than Syndicate Bank in the format enclosed (Annexure-D), to be valid for a period of six months from the last date for submission of Bid Document, along with the Bid Documents.
- ii. The Selected Bidder's Bid Security will be discharged upon the Bidder's furnishing the Performance Security in the form of Bank Guarantee for 10% (ten percent) of the contract value (exclusive of AMC/ATS charges), valid for **66 months** from the date of issue as per Annexure- O. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible upon bidder's request, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- iii. The bid security may be forfeited:
 - (a) If a Bidder withdraws its Bid during the period of Bid validity; or
 - (b) If a Bidder fails to participate and quote price in Online Sealed bids or
 - (c) Fails to login and quote in Reverse Auction Process (Bidder need to place their quote even if it is higher than the one already quoted/floor price. However quotes higher than floor price or previously quoted price will be rejected by the system & not displayed. But will be available in logs as an evidence of participation), or

In case of a successful Bidder, if the Bidder fails:

- (a) To accept Purchase Contract/ Purchase Order,
- (b) To furnish Performance Security valid for 66 months within the stipulated time, or
- (c) To supply the goods within the stipulated period. Or
- (d) Fails to comply any terms of RFP or Purchase Contract.

Cost of RFP:

A complete set of Bid documents may be purchased/submitted by any of the eligible bidders from this office upon payment of a non-refundable fee of ₹29,500/- (₹25,000/- + GST @18% i.e. ₹4,500/-) (Rupees Twenty Nine Thousand Five Hundred Only), in the form of a Demand Draft/Banker's Cheque in favour of Syndicate Bank payable at Bangalore. The same is available in our Bank's website, www.syndicatebank.in and can be downloaded from the website. In case the Bid document is downloaded from the website, the price of Bid document will have to be paid by handing over a non-refundable Demand Draft/Banker's Cheque for ₹29,500/- in favor of Syndicate Bank payable at Bangalore at the time of submission of the Bid. The GSTIN of the bidder is to be mentioned in the covering letter for Cost of Bid. The amount will not be refunded under any circumstances including cancellation of RFP or procurement process at any stage.

Bid Security & Cost of bid documents will be exempted for companies registered as Micro/Small Units under MSME/NSIC, subject to evidencing the fact that guidelines are applicable to Public Sector Banks and submitting documentary proof.

15. Response to RFP

The bidder shall submit the offer for the full schedule of requirements. Following instructions may please be taken note of in this connection and

All responses should be in English language. All responses including commercial and technical proposals would be deemed to be irrevocable offers/proposals from the Bidders and may, if accepted by Syndicate Bank, form part of the final contract between Syndicate Bank and the selected Bidder. All envelopes should be securely sealed and stamped. The authorized signatories of the bidder should signature on all pages of the proposal.

Technical offer shall be submitted online as detailed below. All Bid Documents are to be uploaded properly and all pages of the Technical Bid should bear the company's seal and signature/s of the authorized person/s on all pages.

Bid Documents:

The Technical offer should be complete in all respects and contain all information asked for. The Technical Offer should be complete and indicate that all products and services asked for are considered. The technical offer should not contain any price details, as the Bank will be calling for on-line sealed price bids before conducting the Reverse-auction. Bidders are requested to go through the 'Rules for Reverse Auction' as detailed in Annexure-K.

Technical Offer document should not contain any price information.

Envelopes containing the documents for physical submission must be super-scribed with the following information:

RFP reference number, Name of bidder, Contact Person, Contact Address, E-mail address and Phone number.

16. Proposal Format:

i. Submission of Bids through e-Tendering Portal:-

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. All annexure as per RFP on Company's letter head with authorizing person's signature and company seal on all pages.
- c. All supporting documents and product literature in support of Technical specifications.
- d. Relevant brochures.
- e. Manufacturers' Authorization Form as per Annexure-E, if applicable.
- f. Technical Specifications/Proposal as per Annexure-I.
- g. Any other information sought by the Bank with relevant to this RFP

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure/ Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered. Bidder's proposal should strictly conform to the Eligibility Criteria, Technical specifications and all other terms and conditions, stipulated in the RFP. Proposals not conforming to the specifications will be treated as technically non-responsive. Bank will not entertain any correspondence on this.

ii. Rules for Web Portal Access:-

- a) Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- b) E-Tendering will be conducted on a specific web portal website (<https://syndicatebank.abcprocure.com>) meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
- c) Bidders will participate in E-Tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- d) In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- e) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- f) However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- g) Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- h) On account of this, the time for the E-Tendering cannot be extended and Bank is not responsible for such eventualities.
- i) Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- j) Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids upto the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- k) However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

iii. Information for Online Participation:-

- a) Bidders who wish to participate in online tenders will have to register with the website (<https://syndicatebank.abcprocure.com>) through the "New user Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.
- b) FACILITIES PROVIDED TO REGISTERED BIDDERS/ VENDORS BY THE SERVICE PROVIDER M/S e-Procurement Technologies Ltd:

The following facilities shall be provided to the registered bidders/vendors for participating in the e-tendering process.

- I. Training to the Vendor/Bidder for participating in the bids through e-tendering Website.
 - II. Registration with the e-tendering website.
- c) Bidders who wish to participate in this tender need to procure Digital Signature Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. In case bidders need any clarification regarding online participation, they can contact:

M/s e Procurement Technologies Ltd.

Address:

**No.10/2, Narendra Plaza, Universal Business Centre,
Victoria Road, Bangalore – 560 047
Phone No : 080 - 4031176
Fax : 080 - 4031 6201**

Ahmedabad Address:

**Name: M/s e Procurement Technologies Ltd.
A-201, Wall Street – 2, Ellisbridge, Ahmedabad – 380 006
Phone: 079 40230816/41072518 / 517 / 519 / 520 / 521
Fax: 079 40016876**

- d) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical available in respective tender only.
- e) Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents.
- f) After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

iv. Submission of Physical Documents:-

In addition to submitting/uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the RFP Reference number, due date, Name of the Bidder, etc.

- a) Earnest Money Deposit/Bid Security
- b) RFP Cost
- c) Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode.
- d) Integrity Pact (Duly Signed)

Note: Companies registered as Micro/Small Units under MSME/NSIC should submit documentary proof for claiming exemption for Point No. a & b

In case the above documents are not submitted on or before the due date mentioned in Bid Schedule, the bid will be rejected even if the copies of documents are uploaded in the Bank's e-tendering service provider website.

v. Other information:-

The bidder is not required to submit the Price Bid, as Bank will be conducting the Reverse-auction from the technically responsive Bidders. Bidders are requested to go through '**Rules for Reverse Auction**' as detailed in Annexure-K.

If the participating bidders need any clarification on any of the aspects of the Bid Document, they can seek clarifications in advance through e-mail to cocmrgm@syndicatebank.co.in on or before **17/12/2018** strictly as per Annexure –R (3) format. Pre-bid meeting will be conducted on **19/12/2018** at our premises.

The Bank reserves the right to make amendments to the RFP before the last date prescribed for submission of the responses. Such clarifications, amendments to our RFP, if any, will also be hosted on our website www.syndicatebank.in & portal website: <https://syndicatebank.abcprocure.com> and will form part of this RFP. Bidders are requested to take note of the same.

The Last date & time for submitting the Bid proposals online at our portal website: <https://syndicatebank.abcprocure.com> along with required supporting documents is **09/01/2019 by 16:00** hours. Any Bids received after the due date and time will not be accepted. Physical Submission of Bids will not be permitted.

The Last date & time for submitting the physical documents by bidders after successful submission of their bid proposal at our e-Tendering portal is **11/01/2019 up to 16.00 hours** to Sri **Renjan Mathew, Chief Manager** Corporate Office, 2nd Floor, Credit Monitoring and Review Department, Gandhinagar, Bangalore – 560 009.

17. Evaluation of Bids:

The Bank will evaluate the bid submitted by the bidders under this RFP. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.

The Eligibility and Technical Bid will be opened first for Technical Evaluation in the presence of bidders who choose to be present. The eligibility bid submitted by the bidder will be evaluated against the Eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for technical evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of Syndicate bank would be final and binding on all the bidders to this document. Syndicate Bank may accept or reject an offer without assigning any reason what so ever.

The bidder is required to comply with the technical specifications mentioned in Annexure-I of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate apportionment of scores. Technically responsive bidders will be finalised after evaluation of Eligibility Criteria and Technical specification.

The Bids technically qualified will be informed for participating in Reverse Auction process. After Reverse Auction process, Bids are commercially evaluated by the Bank based on the evaluation of the Price of the solution offered and L1 Bidder will be finalized based on Evaluation.

18. TERMS AND CONDITIONS:

Bidder will provide onsite support during Warranty and ATS period. The Bidder shall arrange for version upgrades during 1 year Free Warranty and thereafter during ATS period.

All the updates & upgrades will be provided free of cost by Bidder during Warranty and ATS period. Bidder will be solely responsible for getting Software Version up gradation with required media & accessories. Any customisation, that does not require major / architectural changes, necessitated out of compliance requirement in pursuant to subsequent Government / RBI guidelines shall not be treated as enhancement and will be done without any further cost to the Bank as part of ATS obligations.

Confidentiality of the Bank's setup must be maintained by Bidder. Support personnel from Bidder must have adequate knowledge for handling the solutions and provide support & services for Software Solution.

All product updates, upgrades, patches will be supplied during the Warranty and ATS periods at no separate charges / cost to the Bank. Bidder will assist Bank for implementation of product updates, upgrades, patches etc.

19. Other information

Information on procurement of systems pertaining to this RFP will be hosted on our Bank's website with full details.


All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act 1996, at Bangalore.

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Bangalore, India only.

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of the RFP. Bank will not be obliged to meet and have discussions with any Companies, and or to listen to any representations.

The Bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information as mentioned above within the time schedule and without extra cost to the Bank.

Note: Bank reserves the right to reject this invitation to offer in part or in full, or cancel the entire procurement process at any stage without assigning any reason.



(T Vivekananda)
General Manager

ANNEXURE – A
OTHER IMPORTANT TERMS AND CONDITIONS

1 MANUFACTURERS AUTHORISATION FORM:

In the case of a Bidder offering to supply goods under contract, which the Bidder did not manufacture or otherwise produce, the Bidder should produce a certificate as per the format enclosed that they have been duly authorized by the manufacturer or producer to supply the goods and assuring full guarantee and warranty obligations. If proposals are submitted through the business partners or Authorized distributors etc., a separate "LETTER OF AUTHORISATION TO BID" on behalf of the main Bidder/s should be enclosed along with the Technical Bid. Proposals received without the authorization letter/s will summarily be rejected.

2 BIDDER'S OBLIGATIONS:

- i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- ii. The Bidder's representative & local office at Bangalore will be the contact point for the Bank and all the authentic status of Delivery and Installation should be made available in writing at least twice in a week.
- iii. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

3 TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of contract, by giving 30 days written notice of default sent to the Bidder and if the Bidder fails to cure the default within the notice period, may terminate this Contract in whole or in part:

- i. If the Bidder fails to upgrade any or all of the Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- ii. If the bidder fails to perform any other obligation(s) under the Contract.
- iii. If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions the Bank is at liberty to terminate the contract by giving 30 days' notice.
- iv. Delay in Implementation of the Project beyond the specified periods.
- v. Non satisfactory performance of the Project during implementation.
- vi. Failure to upgrade the project as per the requirements of the Bank.
- vii. Serious discrepancies noted in the implementation of the project.
- viii. Breaches in the terms and conditions of the Order.
- ix. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the above conditions:

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

4 EFFECT OF TERMINATION

- i. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be

- performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- ii. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
 - iii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
 - iv. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
 - v. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5 INDEMNITY:

- i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.
- ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.
- iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

6 LIABILITY OF THE SELECTED BIDDER:

- i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.
- ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.
- iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.
- iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

7 NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

8 FORCE MAJEURE:

- i. The bidder 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 due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

9 CHANGES TO RFP

The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion upto the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document.

Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

- i. Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- ii. Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Bidder for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of

RFP. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.

- iii. Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- iv. Pricing – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

10 INFORMATION OWNERSHIP

All information processed, stored, or transmitted by bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the bidder does not acquire implicit access rights to the information or rights to redistribute the information. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately

11 PUBLICITY

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

12 INSPECTION OF RECORDS

All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

13 COMPLIANCE WITH LAWS

- i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend,

protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

14 RESOLUTION OF DISPUTES

- i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.
- ii. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Bangalore, India only.

15 ASSIGNMENT

Bank may assign the hardware, software and other equipments (including electrical and civil) provided therein by the bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors or 3rd party, at its sole option, upon the occurrence of the following: (i) bidder refuses to perform; (ii) bidder is unable to perform; (iii) termination of the contract with the bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the bidder. In the event of bidder hiring a sub-contractor /3rd party, the bidder shall ensure that the said subcontractors or 3rd party shall agree to provide such services to the Bank at no less favorable terms than that provided by the bidder and shall include appropriate wordings to this effect in the agreement entered into by the bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the bidder to perform or termination/expiry of the contract

16 OWNERSHIP, GRANT AND DELIVERY

- i. The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
- ii. The bank reserves the right to use the excess capacity equipments supplied by the bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and other equipments. Further the bidder also agrees that such use will not infringe or violate any license or other requirements.

17 PRIVACY & SECURITY SAFEGUARDS

The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user

(such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

18 GUARANTEES

Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All hardware, related software and other equipments must be supplied with their original and complete printed documentation

Bidders should provide reasonable level of assurance about the application being free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/ modifications done).

19 CONTRACT RE-NEGOTIATION

- i. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.
- ii. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP except in relation to such equipment procured from third-party suppliers.
- iii. As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

20 CORRUPT AND FRAUDULENT PRACTICES

- i. As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

21 WAIVER:

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

22 LIABILITY FOR LOSSES:

The successful bidder shall be liable for the losses incurred by the bank for not meeting the security standards or desired security aspects of the ICT resources.

23 VIOLATION OF TERMS

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

24 NON-DISCLOSURE INFORMATION:

The Selected Bidder shall not, without the Bank's prior written consent, disclose 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 Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per the prescribed format provided in Annexure – P.

25 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

26 SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

27 COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

28 CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

29 DISCLAIMER:

This RFP is not an offer by Syndicate Bank, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorised officers of Syndicate Bank with the Bidder.

30 PROPOSAL OWNERSHIP

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. **Bidder's Responsibility vis-a-vis Third Party Products/ Equipments/ Software:** If the proposal includes supply of software marketed and/or supported by other companies or individuals, the Bidder, as the prime contractor for the implementation of the solution, must produce the requisite permission / license for the equipment / software and ensure that the equipment / software should be a branded one. Any legal claims related to use of any third party software, IP rights are to be addressed by Bidder/s. Any costs and expenditure pertaining to those matters are to be borne by the Bidder/s only. Bank in no way will be responsible for these claims.

31 OTHER TERMS AND CONDITIONS:

- i. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank and the Bank will not be liable to pay any interest on such payments withheld by the Bank.
- ii. The Bank reserves the right to get the facilities of the service provider audited by RBI/Bank approved agency either before awarding the contract or during the contract period.
- iii. Selected Bidder or its authorized agents or its employees shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work, the Selected Bidder need to provide prerequisites at the time of bid submission.
- iv. Selected Bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- v. Selected Bidder shall strictly comply with the provision of safety codes relevant for the completion of all deliverables documented in this RFP.
- vi. No extra claim shall be entertained on account of all the redo of work on account of Selected Bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the Bidder.
- vii. Information Provided: The Request for Proposal (RFP) document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or

arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

- viii. **Costs Borne by Respondents:** All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- ix. **Recipient Obligation to Inform Itself:** The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- x. In case the solution offered or any part thereof are imported, the price quoted in the Bid by the Bidder will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Bid. The prices quoted should be in Indian Rupees only.

ANNEXURE-B
BID FORM

Ref.No.:

Place:

Date:

The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

Having examined the Request for Proposal: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission and maintenance of the solution mentioned in the schedule of requirements in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

We undertake, if our Bid is accepted, to complete the project as per delivery Schedule specified. If our bid is accepted, we will obtain the guarantee of a Bank in a sum equivalent to **10 per cent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that in case we offer software developed/produced by another company, such software operates effectively on the systems and we are willing to accept responsibility for its successful operations.

We further confirm that,

Until the Purchase Order is accepted, this Bid, 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". Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent *(If none, state none)	Amount & currency	Purpose of commission or gratuity

We understand that you are not bound to accept the lowest or any bid you may receive.
Dated this day of 2016

(Signature) (In the capacity of) Duly authorized to sign Bid for & on behalf of
(Name & Address of the Bidder)

Annexure C**(Undertaking letter for Authenticity of the proposed solution)**

Ref. No: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018

With reference to the Solution being quoted to you vide Bid documents dated_____,we hereby undertake that all the components/parts/assembly/software's used in the proposed solution shall be original new components / parts/ assembly/ software only from respective OEMs of the products and that no refurbished/ duplicate/ secondhand components/ parts/ assembly/ software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

The Software or Hardware to be provided as part of this RFP shall undergo through various level of security testing and shall be made secure enough to use in the banks network. We also undertake to certify and provide a reasonable level of assurance about the application being supplied is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). **We are enclosing evidence for the same- (OEM declaration for software is to be submitted for this Para).**

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the items without demur, if already supplied and return the money if any paid to us by you in this regard.

We (System OEM name) also take full responsibility of both items and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Signature:

Name and designation:

ANNEXURE-D
BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its Bid dated _____ 2018 for _____ hereinafter called "the Bid")

Know all people by these presents that We _____ having our Registered Office at _____ (hereinafter called "the Bank") are bound to SyndicateBank, Corporate Office, Credit Monitoring and Review Department, Gandhinagar, Bangalore – 560 009 (hereinafter called "the Bank") in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors and assigns by these presents. Affixed with the Seal of the said Bank this ____ day of _____ 2018.

The Conditions of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder fails to participate in Online Sealed bids to quote initial price and fails to login and quote in Reverse Auction Process (Bidder need to place their quote even if it is higher than the one already quoted/floor price. However quotes higher than floor price or previously quoted price will be rejected by the system & not displayed. But will be available in logs as an evidence of participation),
- 3 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or
 - c) Fails to supply the goods within the stipulated period. or
 - d) Fails to accept the purchase order or
 - e) Fails to comply with any terms and conditions of RFP or Purchase Order.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or more conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including ----- 2018, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

ANNEXURE –E
MANUFACTURERS’ AUTHORISATION FORM

No.

Dated: / /2018

The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

Sub: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018

We who are established and reputable solution provider of _____ etc. having manufacturing facility at and do hereby authorize M/s. (Name and Address of Agents) to submit a bid, and sign the contract with you for the goods manufactured by us against the above RFP.

We hereby extend our full onsite guarantee, onsite warranty support as per Clauses of Contract for the goods and services offered for supply by the above organization against this RFP and we will provide service support for five years to the Bidder.

Yours faithfully,

(NAME)
(Name of manufacturers)

Note: *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.*

ANNEXURE-F
LETTER OF AUTHORISATION TO BID

No.

Dated: / /2018

The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

Ref. No: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018

This has reference to your above RFP for Procurement of Early Warning Signals (EWS) System Software with 4 years ATS after warranty period of One Year, Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank’s request for proposal vide RFP No: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018 on _____ on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to

ANNEXURE – G***PARTICULARS OF BIDDER / SOLUTION PROVIDER***

Sl. No	Particulars	Details
	Bidder's Profile	
1	Name of the Firm/Company	
3	Date of Establishment/Incorporation/ commencement of business	
4	Address Registered Office Corporate Office	
5	Telephone No Mobile No FAX No E-mail Address Website	
6	Addresses of other Offices: 1. 2. 3. 4.	

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorised signatory)

ANNEXURE – H
(TERMS AND CONDITIONS COMPLIANCE TABLE)

Bid proposals not confirming compliance of all terms (as per RFP terms & conditions) mentioned below, will not be taken for further evaluation and may be treated that bid proposal as Technically non-responsive. Bank will not entertain any correspondence in this regard.

S.No	Description	Submitted Yes/No	Deviations, if any
1	Proof for all Eligibility criteria		
2	Certified photo copy of Power of Attorney authorising a person to submit bid documents on behalf of Company		
3	Bid Security		
4	Cost of RFP		
6	Letter of Authorisation to Bid		
7	Submission of Annexures		

S.No.	Description	Complied Yes/No	Deviations if any
1	Submitting the Performance Security BG		
2	Delivery terms		
3	Payment Terms		
4	Liquidated Damages		
5	Penalty for delayed service		
6	Force Majeure		
7	Indemnity		
8	Liability of the Successful bidder		
9	Termination for default		
10	Negligence		
11	Scope of Work		
12	Warranty& AMC Terms		
13	Non-Disclosure Agreement		

We confirm compliance of all the above terms and conditions of RFP, except for the deviations mentioned above.

Signature of the Bidder with designation

Company Seal

ANNEXURE – I

Sl. NO	<u>Functional Requirement</u>	<u>Complied (Yes / NO)</u>	<u>Remarks</u>
1	Default in payment to the banks/ sundry debtors and other statutory bodies, etc , bouncing of the high value cheques		
2	Raid by Income tax /sales tax/ central excise duty officials		
3	Frequent change in the scope of the project to be undertaken by the borrower		
4	Under insured or over insured inventory		
5	Invoices devoid of TAN and other details		
6	Dispute on title of the collateral securities		
7	Costing of the project which is in wide variance with standard cost of installation of the project		
8	Funds coming from other banks to liquidate the outstanding loan amount		
9	Foreign bills remaining outstanding for a long time and tendency for bills to remain overdue		
10	Onerous clause in issue of BG/LC/standby letters of credit		
11	In merchanting trade, import leg not revealed to the bank		
12	Request received from the borrower to postpone the inspection of the godown for flimsy reasons		
13	Delay observed in payment of outstanding dues		
14	Financing the unit far away from the branch		
15	Claims not acknowledged as debt high		
16	Frequent invocation of BGs and devolvement of LCs		
17	Funding of the interest by sanctioning additional facilities		
18	Same collateral charged to a number of lenders		
19	Concealment of certain vital documents like master agreement, insurance coverage		
20	Floating front / associate companies by investing borrowed money		
21	Reduction in the stake of promoter / director		
22	Resignation of the key personnel and frequent changes in the management		
23	Substantial increase in unbilled revenue year after year		
24	Large number of transactions with inter-connected companies and large outstanding from such companies		
25	Significant movements in inventory, disproportionately higher than the growth in turnover		
26	Significant movements in receivables, disproportionately higher than the growth in turnover and/or increase in ageing of the receivables		
27	Disproportionate increase in other current assets		
28	Significant increase in working capital borrowing as percentage of turnover		
29	Critical issues highlighted in the stock audit report		
30	Increase in Fixed Assets, without corresponding increase in turnover (when project is implemented)		
31	Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet		
32	Liabilities appearing in ROC search report, not reported by the borrower in its annual report		
33	Substantial related party transactions		
34	Material discrepancies in the annual report		
35	Significant inconsistencies within the annual report (between various sections)		

36	Poor disclosure of materially adverse information and no qualification by the statutory auditors		
37	Frequent change in accounting period and/or accounting policies		
38	Frequent request for general purpose loans		
39	Movement of an account from one bank to another		
40	Frequent ad hoc sanctions		
41	Not routing of sales proceeds through bank		
42	LCs issued for local trade / related party transactions		
43	High value RTGS payment to unrelated parties		
44	Heavy cash withdrawal in loan accounts		
45	Non submission of original bills		
43	High value RTGS payment to unrelated parties		
44	Heavy cash withdrawal in loan accounts		
45	Non submission of original bills		

ANNEXURE – J
LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY’S LETTER HEAD

To
The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Sirs,

We refer to our bid for your RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018 for Early Warning Signals (EWS) System Software.

We, _____ (Company) hereby undertake to indemnify Syndicate Bank (Bank) for any cost, loss, or consequences resulting from any loss or damage that the Bank may sustain on account of any violation of patents, IPR, trademark etc., by the Company in respect of equipments, components, software, etc. Supplied under the above referred RFP. Further the Company shall fully indemnify the Bank against all losses claims, penalties, proceedings, costs, expenses, damages and for the consequences resulting thereto incurred/sustained as a result of any material breach by the Company.

Yours faithfully,

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

Date:

ANNEXURE - K
RULES FOR REVERSE AUCTION

Sl.No.	Particulars	Details
1.	Buyer Name	The General Manager SyndicateBank, Corporate Office, Credit Monitoring and Review Department, Gandhinagar, Bangalore – 560 009
2.	Auction to be conducted by Service Provider	Name: M/s e-Procurement Technologies Ltd. <u>Bangalore local Address:</u> No.10/2, NarendraPlaza, Universal Business Centre, Victoria Road, Bangalore – 560 047 Contact Persons : Mr.RobinKennedy - 09845484101 Fax : 080 - 4031 6201 Email : robin@abcprocure.com Mr.ParinDesai - 09374519754 <u>Ahmedabad HO Address:</u> A-201, Wall Street – 2, Ellisbridge, Ahmedabad – 380 006 Phone: 079 40016881 / 868 / 867 / 886 / 800 / 875 Fax: 079 40016876 Mobile: +91 9374519729
3.	Website address for Online Sealed Bid/ Reverse Auction Date of Auction	<u>https://syndicatebank.abcprocure.com</u> Auction Date : Will be Intimated Online Initial Sealed Bid Time: Online Reverse Auction Time: (With extension as applicable)
4.	Documents attached	Rules and Terms & Conditions of Reverse Auction : Compliance Statement (Annexure K-1) Price Bid Confirmation (Annexure K-2)

Online Sealed Bid:

Bank desires to make use of e-procurement process for procurement of computer related items etc. at its Corporate/Regional Offices

Online sealed bid is to be conducted from the Technically responsive bidders to get the indicative price to the Bank during the online sealed as per price schedule of RFP. Participating bidders should have a valid digital certificate to participate in Online sealed bid. Basing on the quotes and also market enquiries on the products, start price will be fixed for conducting the Reverse Auction. Decremental value and its multiples are also fixed.

Online Reverse Auction

Reverse Auction event will be carried out among the Technically Responsive Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for

which RFP is floated and also to get the most competitive price.

PROCESS OF REVERSE AUCTION :

- a) Bank had engaged the services of Service Provider through RFP process for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank had issued a Purchase Order on the Service Provider, clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and conducts the Online sealed Bid and Reverse Auction.
- c) For the proposed reverse auction, technically responsive bidders having a valid digital certificate alone shall be eligible to participate.
- d) Details like event date and time, start price, bid decrement, extensions etc., will be communicated to the participating Bidder.
- e) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each eligible Bidder for this purpose, if required.
- f) The Service Provider will provide all necessary training and assistance where ever required before commencement of online bidding (sealed bid/reverse auction) on Internet. Service Provider / auctioneer are responsible for conducting training to all technically responsive bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard for any clarifications.
- g) Wherever it is considered necessary and asked by the Bidders or as decided by the service provider or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- h) Each Bidder shall participate in the training/ mock reverse auction at his / their own cost.
- i) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.
- j) Reverse auction will be conducted on schedule date & time and the same shall be communicated in advance.
- k) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse auction. Without this the Bidder will not be eligible to participate in the event.
- l) Bidder is required to give their indicative price to the Bank during the online sealed bid, if required by the Bank. Timings of the online sealed bid will be intimated by the Bank in advance.
- m) Start price and decremented value for conducting the Reverse Auction will be notified by the Bank.
- n) All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom the login ID and password were assigned by the Service Provider / auctioneer.
- o) Any bid once made through registered Login ID & password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP/ for which reverse auction was conducted at the bid price offered during the Reverse Auction.

- p) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- q) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- r) The time limit for online Reverse Auction is half an hour to two hours excluding further extensions. Bank can fix 5 to 10 further extensions/unlimited extensions at 10 minutes each depending upon the size of the project.
- s) Reverse auction may be conducted either on entire line items as per the price schedule of RFP or on single total evaluated cost. At the end of reverse auction event, the lowest Bidder value will be known on the network and have to submit the detailed price schedule as per RFP.
- t) The lowest Bidder has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- u) Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- v) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- w) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- x) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of business rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction.

1. Definition :

"Bank" means Syndicate Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting online sealed bid/Reverse Auction through RFP process.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

"L1" means Bidder who is quotes lowest during the online reverse auction.

2. Eligibility of Bidders to participate in Online sealed bid/Reverse Auction:

- 2.1. Bidders who are technically responsive in terms of the relative Terms & Conditions (Eligibility criteria/Technical specifications) of the RFP and accept the Business Rules of Reversion Auction and submit the undertaking as per the prescribed format in ANNEXURE-K-1 can only participate in Reverse Auction related to the procurement for which RFP is floated.

- 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid Digital Certificate.
- 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure K-1 (Compliance Statement)
 - 2.4.2. Agreement between Service Provider and Bidder, if any. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training:

- 3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all technically responsive bidders as provided by CO:DIT for participation in Reverse Auction.
- 3.2. All rules & procedure related to Reverse Auction will be explained during the training.
- 3.3. The Bank/Service Provider may also conduct a "Mock Reverse Auction" to familiarise the Bidder/s with Reverse Auction process.
- 3.4. Date, Time, Venue etc of training will be advised at appropriate time by the service provider.
- 3.5. Technically responsive bidder / his authorized representative have to attend the training, if required to the participating bidders, as per the schedule and at the specified venue at his / Bidder's own cost.
- 3.6. No request from the Bidders for change in training schedule and/or venue will be entertained.
- 3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- 3.8. Any Bidder not participating in the training process, will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

- 4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible and technically responsive Bidders at least one or two days prior to the Reverse Auction Date.
- 4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.
- 4.3. Reverse Auction initial period will normally be for one hour.
 - i. If further extensions are there after the initial reverse auction period and If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no bid price in

the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

- ii. If further extensions are not there, auction shall get closed automatically within the specified initial period.
- 4.4. The initial time period of Reverse Auction and Maximum number of its extensions and its time, decremental value and details of multiples of decremental value are subject to change and will be advised to technically responsive bidders before the start of the Reverse Auction event.
 - 4.5. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price OR scrap the reverse auction process OR proceed with conventional mode of tendering.

5. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

6. **Price Schedule:** The Bidder, during the 'Reverse-auction', shall quote the Prices as per the following format:

PRICE SCHEDULE WITH 1 YEAR WARRANTY & 4 YEARS ATS PERIOD

(Amount in Rupees)

SI. No.	Description	Total Price
01.	Application software for implementing the complete project of Procurement for Early Warning Signals software solutions, inclusive of license cost, if any.	XX
	Grand Total	XX

Notes:

- I. The proposed solution should support Oracle Database. The required Oracle DB licenses shall be provided by the Bank.
- II. AMC/ ATS charges should not be less than 10%
- III. The above quotes are exclusive of GST. Applicable Taxes are payable extra.
- IV. The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement
- V. L1(Lowest Quote) status is determined based on the 'Grand Total (TCO)' during Reverse Auction Process.
- VI. L1(Lowest Quote) bidder has to submit detailed breakup of the quotes for each line item as per price schedule, in addition to Annexure-K-2 after reverse auction process.
- VII. All applicable taxes are payable extra at actual on submission of proof.
- VIII. The final quotes during reverse auction should be valid for one year from the date of acceptance of purchase order by the L1(Lowest Quote) Bidder.
- IX. All the technically responsive bidders should participate and quote for all items during the Online Sealed Bid.
- X. The Reverse Auction will be conducted for the Grand Total (Total Cost of ownership).
- XI. **During reverse auction process, when one of the technical responsive bidders places a valid bid i.e. quotes less than or equal to the floor price, other bidders need to place their quotes even if it is higher than the one already quoted/floor price. Such bid however will be rejected by the system & not displayed. But will be available in logs as an evidence of participation.**

7. Start Price:

- 7.1 Bidder needs to give their indicative price to the Bank during the ONLINE SEALED BID. Timings of the Online sealed bid will be intimated by the Bank in advance.
- 7.2 Bank shall determine the Start Price for Reverse Auction

- a. On its own and / or
- b. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID, or
- c. on the basis of market enquiries about the rates at that time

7.3. Bank may conduct the Reverse Auction on a single amount ie., grand totals of all items including AMC as per price schedule of RFP. The Lowest Evaluated bidder have to submit the detailed price schedule as per RFP.

8. Decremental Bid Value:

- 8.1. The bid decrement value and whether decremental value is in multiples- Yes or No option, will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price as per Banks requirement.
- 8.2. Bidder is required to quote their bid price only at a specified decremented value.
- 8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- 8.4. Bid decrement value shall be rounded off to nearest 100s or 1000s etc

9. Web Portal and Access:

- 9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- 9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 9.4. In the event of failure of Systems/Connectivity at the Bidders end (due to any reason whatsoever it may be)
 - 9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed bid price online so that the service provider will upload that price online on behalf of the Bidder.
 - 9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed.
 - 9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.
 - 9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- 9.5. In order to ward-off such contingent situation
 - 9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, whatever required so that they are able to

circumvent such situation and still be able to participate in the reverse auction successfully.

- 9.5.2. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
 - 9.5.3. Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - 9.5.4. On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
 - 9.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal site of Reverse Auction Irrespective of the cause.
- 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- 9.7. Neither Bank nor Service Provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, internet problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. **(Bank will not entertain any correspondence in this regard)**. Bidder should make alternate arrangements in place of such eventualities.

10. TRANSPARENCY IN BIDS:

All participating bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by them at any point of time during the auction time.

11. MASKING OF NAMES:

- 11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :
 - i) Start (Opening) Price
 - ii) Leading / Lowest Bid Price in Auction (only total price)
 - iii) Last Bid Price placed by the respective Bidder.
- 11.2. Names of Bidder/s shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.
- 11.3. After completion of Reverse Auction, the Service Provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of all the participating bidders with his / their original names.

12. Finalisation of the Successful Bidder:

- 12.1. At the end of Reverse Auction event Service Provider will provide all necessary details of the bid prices and reports of Reverse Auction to the Bank.
- 12.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will declare the L1 Bidder, if there is no further techno-commercial evaluation. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- 12.3. L1 Bidder or all bidders (in case of further techno-commercial evaluation) have to fax the duly signed filled-in prescribed format (ANNEXURE-K-2) as provided to Bank within 24 hours of Reverse Auction without fail. The Original signed ANNEXURE-K-2 should reach the Bank within 48 hours of Reverse Auction without fail along with detailed price schedule as per RFP.
- 12.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
- 12.5. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take

appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

- 12.6. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated, Bank may call for sealed Commercial Bids from all the Technically responsive Bidders and the commercial bids shall be opened as per Bank's standard practice.

13. Bidder's Obligation:

- 13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / bidders concerned from the reverse auction process.
- 13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Change in Rules and Terms & Conditions of Reverse Auction:

- 14.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- 14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & conditions of Reverse Auction at any point of time.
- 14.3. Modifications of Rules and Terms & conditions of Reverse Auction will be made available on website immediately.
- 14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the bank shall be final and binding on all concerned.

ANNEXURE - K - 1
COMPLIANCE STATEMENT FOR ONLINE SEALED BID & REVERSE AUCTION
(To be submitted in Company's letter head by all the Bidders participating in online sealed bid & Reverse Auction)

Date:

To
The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

DECLARATION

1. We _____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Syndicate Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in online sealed bid and Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC at our end, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us, on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
8. We also confirm that we have a valid digital certificate with encryption feature (class 3 type) issued by a valid Certifying Authority.
9. We shall fax the duly filled in, detailed signed Price schedule as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honour the Bids placed by us during the auction process,

failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.

- 12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of our back out or inability to supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 13. We confirm having nominated our authorised representative Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company.
- 14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
- 15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the online sealed bid/Reverse Auction.
- 16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name -
 Company / Organization -
 Designation within Company / Organization –
 Address of Company / Organization –

Name of Authorised Representative
 (Participating in Reverse Auction) : Mr. /Ms. _____
 Designation of the Authorised Representative: _____

Signature of Authorised Representative : _____

Verified the signatures of Authorised Representative by

and Signature of the Authorised Signatory

Name :
 Company seal:

Date: _____

Annexure- K - 2
Price Bid Confirmation

(To be submitted in Company's letter head by the L1 Bidder)

Date:

The General Manager
Syndicate Bank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in
respect of RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under -

Rs. (in figure): _____

Rs. (in words): _____

We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material/ detailed price schedule of RFP. We undertake to submit the Original Price Schedule duly signed with detailed break-up of above bid price as per price schedule of RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case, Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

We are bound to supply the items as per RFP requirement at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us during the reverse auction, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future RFPs of Bank

Signature and Name of the Authorised Signatory :

Designation in Company :

Name of the Company :

Address of Company :

Email:

Mobile:

Fax No:

Company Seal

ANNEXURE – L
(DETAILS OF HARDWARE AND SOFTWARE / OPERATING SYSTEMS)

All Bidders are requested to specify the **Hardware Sizing for both DC & DRS** to meet the requirements as per RFP offered by the Bidder

Sl. No.	Description	Qty.	Complete configuration / details
01.	Hardware Specifications (Please specify Server configuration) Hardware will be supplied by the Bank		
02.	Software/Operating System Details		
03.	Any other software details		
04	Bandwidth requirement		
05	Any other, please specify.		

Name and Signature of Bidder
 Designation and Office Seal

ANNEXURE – M

REQUIREMENTS COMPLIANCE STATEMENT

DECLARATION

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

We certify that the solution offered by us for this project conforms to the Scope of Work and technical specifications as stipulated in Annexure – I in the RFP for Procurement of Early Warning Signals (EWS) software system with 4 years ATS after warranty period of One Year

Signature of the Authorised Signatory with date & seal
(Full name and Designation of authorized signatory)

ANNEXURE-N
NON-DISCLOSURE AGREEMENT

This agreement (the "**Agreement**") is entered into on this ____ day of by _____ and between; Syndicate Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Manipal and a Corporate Office at Bangalore represented by herein (hereinafter called **Disclosing Party or the "Bank"**), and with and address at (the **"Recipient"** or the **"Receiving Party" or the "Company"**).

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.

3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a * (* *duration of the Original Agreement plus 10 years*) (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.

- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of:-(Bank)	SIGNED for and on behalf of :-(Company)
Signature:	Signature:
Name:	Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
<u>Witness:</u> Signature:	<u>Witness:</u> Signature:
Name:	Name:

Annexure-O
(PERFORMANCE SECURITY FORMAT)

The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

WHEREAS () has undertaken in pursuance of the Contract no. _____ dated _____ to, inter-alia, supply, installation and commissioning of _____ as per the Contract document (herein after called "The Contract"), dated _____

AND WHEREAS it has been stipulated by you in the said Contract that _____ shall furnish you with a Performance Security by a recognized Bank for the sum of Rs. _____ specified therein as security for compliance with the _____ performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____

THEREFORE WE hereby affirm that we as guarantors and responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Bangalore on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE –P
Escalation Matrix

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately.

Signature:

Name of Representative:

Designation:

Company Seal:

ANNEXURE –Q
Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP No. RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018 on their official letterheads

To
The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

Sub: Ref. no: RFP 0145/CO: CMRD/EWS_Procurement dated 10/12/2018

Further to our proposal dated _____, in response to the Request for Proposal (hereinafter referred to as “**RFP**”) issued by Syndicate Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by Syndicate Bank, provided however that only the list of deviations furnished by us in ‘Annexure R. Clarifications required for this RFP Terms and Conditions’ of the main RFP document which are expressly accepted by Syndicate Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. Syndicate Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Syndicate Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory
Designation
Bidder’s corporate name

ANNEXURE –R**1. TURNOVER AND P&L DETAILS:****(Bidders have to submit Xerox copies of Audited Balance Sheet / P&L).**

(Amount in ₹.)

F Y	Turnover	Net-worth	Profit and Loss

2. Experience details:

(Submit Xerox copies of POs as support documents).

Details of solution provided to meet eligibility criteria:

Srl. No.	PO No. and date	Order placed by Organisation	Qty.	Cumulative Total

3. Clarifications/Amendments required on this RFP Terms and Conditions:

(It is to be submitted in word document in the following format)

(It is to be submitted to submit their clarification/queries in word document in the following format)

Sl.No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments
01.			
02.			
03.			
04.			

(No need to submit these clarifications at the time of bid submission. If submitted, it will be ignored)

ANNEXURE –S

Format of Certificate, Bidder has implemented solution as per eligibility criteria point no: 5 (on organization's letter head)

To
The General Manager
SyndicateBank, Corporate Office,
Credit Monitoring and Review Department,
Gandhinagar,
Bangalore – 560 009

Dear Sir,

Sub: Supply, Installation and Maintenance of Solution by M/s

We hereby confirm that M/s..... has supplied, installed and maintaining Solution of(make),(model),..... (Capacity) are functioning satisfactorily as on date.

Place:
Date:

Bank's seal and signature
of Authorised Signatory.

ANNEXURE-T
INTEGRITY PACT

Syndicate Bank hereinafter referred to as "The Principal" and _____ hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no..... for the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relations with its Bidder (s) and/or Bidder(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-I- Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, seek or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidders (s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2-Commitments of the Bidder(s)/ Bidder(s)

1. The Bidder(s)/Bidder(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Bidder (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/ Bidder (s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Bidder (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Bidder(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/ Bidder (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/ Bidder (s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.
 3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

Section 3-Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Bidder (s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Bidder(s) from the tender process and take appropriate action.

Section 4-Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/Bidder (s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section-3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- 1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder/ Bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken..

Section 6- Equal treatment of all Bidders/Bidders

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders.

2. The Principal will disqualify from the tender process all bidders/Bidders who do not sign this Pact or violate its provisions.

Section-7- Criminal charges against violating Bidder(s) Bidder(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Bidder, and Subcontractor or of an employee or a representative or an associate of a Bidder, Bidder or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of Syndicate Bank.

Section 8- Independent external monitor/ monitors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Bidders as confidential. He reports to the MD, Syndicate Bank.
3. The Bidder(s)/Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Bidder(s)/Subcontractor(s) as confidential.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the MD/CEO, Syndicate Bank within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the MD/CEO, Syndicate Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/CEO, Syndicate Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word "Monitor" would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD/CEO, Syndicate Bank.

Section 10- Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the principal, i.e., Bengaluru.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

Signed for and on behalf of the Principal	Signed for and on behalf of Bidder/ Bidder)
Signature:	Signature:
Name:	Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
<u>Witness:</u>	<u>Witness:</u>
Signature:	Signature:
Name:	Name:
Address:	Address:

Place

Date

***** End of Document *****