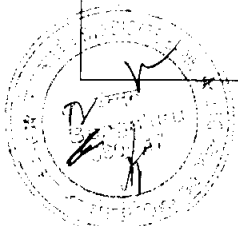


CORPORATE OFFICE, DEPARTMENT OF INFORMATION TECHNOLOGY: BENGALURU

Sub: Request for Proposal (RFP) for Supply, Installation, Commissioning and Maintenance of Blade servers with adequate number of chassis / enclosures, along with required storage, software licenses with 3 years AMC after Warranty period of 3 years for Data Centre, Mumbai and DR Site at Bangalore.

Tender Document Details:

Tender Reference Number and Date	RFP 285/CO: DIT/Blade_Server Date: 05/12/2018
Last date for seeking Pre-bid clarifications/queries through email @ ditprocure@syndicatebank.co.in	12/12/2018
Pre Bid meeting	14/12/2018 at 15:00 hours
Last Date & Time for submission of Bids in Online Mode	07/01/2019 up to 16:00 hours (Physical Submission of Bids will not be accepted)
Last Date & Time for submission of Physical Documents (Offline Mode)	09/01/2019 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. Annexure B- Bid Form 4. Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode. 5. 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	₹12.00 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)	09/01/2019 up to 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



	<p>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)</p> <p>Representatives of Bidders will be given required training for e-Procurement process by our Service Provider, M/s e Procurement Technologies Ltd. (abc Procure).</p>
Documents to be uploaded online	<p>The documents to be uploaded as part of online bid submission, are as follows :</p> <ol 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:

Chief Information Officer

Department of Information Technology,
Corporate Office, 2nd Floor,
Commercial Complex, National Games Village,
Koramangala, Bengaluru – 560 047.

Contact Info:

Tel: 080-25705785

Fax: 25705800, 25705790

Email-Id: ditprocure@syndicatebank.co.in

Check list to Bidders:

Bidder should submit following documents as part of Technical Bid:

Sl. No	Particulars	Remarks
1.	Cost of Bid	Offline
2.	Bid Security (as per Annexure D)	Offline
3.	Eligibility Criteria (Point No. 1 to 13)	Online
4.	Annexure A (Other Important Terms and Conditions)	Online
5.	Annexure B (Bid Form)	Offline
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 (Terms & Conditions Compliance table)	Online
11.	Annexure H (Service Support Form)	Online
12.	Annexure I (Functional/ Technical Requirements Compliance Table) and Brochure, if any	Online
13.	Annexure J (Turnover, P&L, Experience)	Online
14.	Financial Statements / Reports	Online
15.	Annexure K-1 (Compliance to Online Sealed Bid & Reverse Auction Process)	Online
16.	Annexure L - Performance BG	Only by successful bidder after receiving PO
17.	Annexure M - Escalation Matrix	Online
18.	Annexure N – Conformity Letter	Online
19.	Annexure P- (Non-Disclosure Agreement) (On ₹ 200/- Stamp Paper)	Only by successful bidder after receiving PO
20.	Annexure Q AMC Bank Guarantee	Only after expiry of PBG
21.	Annexure S – Satisfactory letter	Online
22.	Annexure T – Integrity Pact	Offline

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



To,

All Eligible Bidders,

We request you to submit your proposal for Supply, Installation, Commissioning and Maintenance of Blade servers with adequate number of chassis / enclosures, along with required software licenses with 3 years AMC after Warranty period of 3 years for Data Centre, Mumbai and DR Site at Bangalore to Syndicate Bank as per the specifications detailed in Annexure I.

1) Background:

The Bank has over 4000 branches in India spread over 29 States and 4 Union Territories including 18 island branches. These branches are controlled through 60 Regional Offices. The Bank has presence abroad also with a branch in London and 4 Correspondent Banks. It has also sponsored three Regional Rural Banks. All the Branches of the Bank have been covered in Enterprise Wide Network of Core Banking Solution (CBS) of the Bank. The Bank has its Data Centre & near DR Site at Mumbai and Disaster Recovery Site at Bengaluru. Bank has only one overseas branch at London.

The Bank intends to procure Blade Servers for its Data Centre, Mumbai and DR-site Bangalore for various critical applications.

Scope Overview: The broad scope of the RFP is given below:

- Supply, install, commission and ongoing maintenance of Blade Servers along with required storage and software licenses as per the specification listed in Annexure-I.
- The Contract duration is for a period of 6 years. The bidder is required to provide 3 years AMC after 3 years comprehensive onsite warranty for all equipments supplied by the bidder

The Schedule of Requirement with Three years AMC after 3 years Warranty period is given below:

Sl.No.	Description	Qty.	
		DC	DRS
Mandatory Items:			
i)	Blade Server – Latest Intel series processor with 22 cores (Dual Socket, Total 44 cores) or equivalent as per Technical Specifications mentioned in Annexure-I with 512 GB memory (128GBX4 DIMMs).	10	14
ii)	Blade Chassis/enclosure for accommodating minimum of 8 blade servers as per Technical Specifications mentioned in Annexure –I (if bidder is providing multiple chassis for this, total number of chassis per location will be treated as 1 Qty) along with all necessary connectors and cables	1	1
iii)	Industry standard 42U server rack with perforated front and back doors and 2 PDUs each having minimum 12 C13/C14 & 4 C19 sockets along with power connectors.	1	1
iv)	8 Gbps FC SAN Switch with SFP Transceiver as per technical specifications mentioned in Annexure – I	2	2
v)	40 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DC location as per technical specification mentioned in Annexure – I 60 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DRS location as per technical specification mentioned in Annexure – I	1	1
vi)	Windows 2012 R2 Datacentre Edition OS License (64 bit) & Red Hat Linux Enterprise Server to run 10 Virtual Servers at each site (Alternatively, bidder may propose virtualisation software licenses	10	14

	capable of supporting 70 Virtual servers and 98 Virtual servers at DC and DRS locations respectively with windows 2012 R2 standard edition licenses for the virtual machines & 10 Virtual servers and 14 Virtual servers at each site with Red Hat Linux Operating system)		
vii)	Centralized virtual machine management software for above virtualisation which should cater to minimum of 15 Blade Servers (With DR Support during fail over) as per Technical Specifications mentioned in Annexure –I	1	

Notes:

1. The quantities mentioned in the mandatory items are based on immediate requirements. However, Bank reserves the right to vary the quantity/drop some items as per Bank's requirement.
2. Bank may place orders in lots as per the requirement of the Bank.
3. Offer shall be submitted for Equipments for the full schedule of requirements. Offer for part schedule will not be considered
4. The solution should be compatible for all industry standards.
5. The proposed blade servers should have the capability to fail over the identity viz. HBA WWN, MAC Address etc. to the designated failover blade.
6. Bidder may propose lesser number of cores per blade. However, the total number of cores shall be 440 Processers (dual core) or more with 5120 GB Memory or more at DC and 616 Processers (dual core) or more with 7168 GB Memory or more at DRS by increasing the number of blades (will be considered as 10 units at DC and 14 units at DRS only)

2) Eligibility Criteria:

Bidders meeting the following Eligibility Criteria may respond to this RFP.

Sl. No.	Eligibility Criteria	Support Documents to be submitted
1)	The bidder should be a Registered Company under Indian Companies Act 1956 for the last three 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 should be a profit making company and should have earned Net profit in at least one out of three preceding Financial Years and Operating profit during remaining Financial years as per the audited Financial Statements and having Net worth of ₹04.00 Crore.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-J).If 2017-18 financial results are not audited, a certificate from the Company's Auditor is to be submitted
3)	The bidder should have an average turnover of at least ₹08.00 Crore during the last 3 financial years.	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-J).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 reseller/partner 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 partner/reseller of OEM of the solution offered.

Sl. No.	Eligibility Criteria	Support Documents to be submitted
5)	Bidder should have supplied at least 15 nos. of the model offered or immediate previous or equivalent model to any Public Sector Bank/ PSU/ Financial Institution/Govt. Departments during last three years put together.	Certificate (as per Annexure –S) clearly mentioning the make, model, capacity of Equipment and successful installation/ implementation and satisfactory performance from the Organisations along with PO copy. (Also furnish the information in Annexure-J)
6)	OEM should have supplied at least 15 nos. of the model offered or immediate previous to any Public Sector Bank/ PSU/ Financial Institution/Govt. Departments during last three years put together.	Certificate (as per Annexure –S) clearly mentioning the make, model, capacity of Equipment and successful installation/ implementation and satisfactory performance from the Organisations along with PO copy. (Also furnish the information in Annexure-J)
7)	OEM should provide a letter, on Equipment support and availability of spares during contract period of Six years. OEM should also provide certificate that all Equipments offered are not 'End of Life' in the next one year from the date of RFP and 'End of Support' for a minimum of 6 years.	Certificate from OEM on Equipment support and availability of spares during contract period of Six years (i.e., through the life of entire contract period). Certificate from OEM on Non-End of Life in the Next one Year from the date of RFP and Non-End of Support for a minimum of 6 years (i.e., through the life of entire project period). Certificate from OEM stating that they will be able to supply any spares required for upgrading the equipment for a minimum period of six years.
8)	The bidder company should be an ISO 9000/9001/27001 certified company.	Copy of the ISO certificate should be submitted along with the bid.
9)	The Bidder and OEM should not have been blacklisted by IBA/RBI/Govt./Public Sector undertakings /NPC/Any other regulatory Authority during the last three years and the said disability should not be in force	A self-declaration by the Bidder and OEM on their letter letterhead
10)	The Bidder's company should not be owned or controlled by any Director or Employee (or Relatives) of Syndicate Bank	A self-declaration by the Bidder on Company's letter head.
11)	The Bidder/ OEM should have service/support infrastructures at Mumbai and Bangalore and should be able to provide efficient and effective support. A list of service/support centre be submitted as a part of tender document. Bidder shall ensure back to back availability of support from OEM.	-Letter from bidder / OEM to this effect with full address of service centers at Bangalore and Mumbai should be produced. -A letter from OEM in this regard shall be submitted as part of bid
12)	OEM can participate either directly or through their partner. Where OEM is not directly participating the bidder shall ensure that OEM	Undertaking Letter is to be submitted on

Sl. No.	Eligibility Criteria	Support Documents to be submitted
	enters into a tripartite agreement with Bank & the bidder for the purpose of implementation and maintenance.	OEM's letter head in this effect.

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.

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

4) Scope of Work

The selected bidder is required to undertake all the works mentioned in the RFP document:

a. Delivery, Installation and maintenance:

- i. The bidder to coordinate with the respective Centre (DC/DR Site) in respect of all the works relating to this particular RFP
- ii. The bidder is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance by the bank, installation and commissioning of solution at sites including integration, acceptance testing, documentation, warranty, annual maintenance.

- iii. Any delay in installation of solution for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the solution and other equipments by the Bank
- iv. The bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncrating, inspection etc.
- v. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipments and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
- vi. The bidder has to configure the virtualization software with full features as per the requirement of the Bank and also provide on-site support during the Contract Period.
- vii. In case damage of the property owned / leased by the Bank during delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- viii. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
- ix. If any particular Hardware is becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the bidder to replace the hardware and bidder should replace the same with another new hardware at no additional cost to the Bank.
- x. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
- xi. All engineering changes generally adopted hereafter by the Bidder for equipment similar to that covered by this agreement, shall be made to the equipment at no cost to the Bank.
- xii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- xiii. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and / or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xiv. The bidder shall provide replacement equipment if any equipment is taken out of the premises for repairs.
- xv. Support be made available at call within one hour during warranty & AMC period.

b. Warranty and AMC

- i. The Products supplied by the bidder shall carry minimum 36 months Comprehensive on-site warranty covering total equipment from the date of installation. The bidder shall provide 36 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements along with OS, system software, licenses etc. procured from the bidder, with maintenance (Minimum 24/7 support) by FAX, email, and telephone and onsite support, if any. Warranty and AMC terms shall also cover the task of configuring/re-configuring operating system/ software, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the bidder or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the other hardware procured by the bank and any other tasks related to Hardware & System Software Management.

- ii. In the case of authorized/ channel partners, Warranty shall also include the cost for the back to back arrangement with OEM for maintenance of spares, providing support services, updates, if any required. Terms of Service Level Agreement, if any, are to be specified.
- iii. Besides general warranty support, critical support details should be furnished. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- iv. This warranty shall remain valid for a minimum period of 36 (Thirty six) months after the goods, or any portion thereof as the case may be, have been delivered to, accepted and installed at the final destination indicated in the Contract, or for minimum period of 39 (Thirty Nine) months after the date of delivery, whichever period concludes earlier.
- v. During the warranty and AMC period selected bidder shall visit on his own the Offices once in a quarter for preventive maintenance support.
- vi. During Warranty and AMC period all parts of Servers are to be covered. The Bidders shall submit the details of parts not covered during Warranty/AMC period, along with Bid documents.
- vii. The bidder warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- viii. The bidder has to submit the confirmation as per ANNEXURE –E Manufacturers' Authorisation Form that the OEMs will extend support for the total contract period.
- ix. Third party warranty certificate/s should be provided to the Bank. However, the responsibility of comprehensive Warranty period lies primarily with the Servers bidder only
- x. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty & AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.

5) Payment terms :

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 Vendor has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN details, etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

- i) First instalment of Seventy (70) % of the Contract price of the goods along with 100% applicable taxes, shall be paid on delivery and successful installation and commissioning and upon submission of the following documents:
 - a) Bidder's Original Invoice (with certified photo copy), showing Contract No, GSTIN & HSN, SAC details, Goods description, quantity, unit price, total amount, Serial Nos. Of the Equipment/s etc.
 - b) Original Delivery Note signed by Consignee or Acknowledgement of receipt of goods from the Consignee with the name of the Official who has received the Goods, designation and mobile number.
 - c) Insurance Certificate.
 - d) Manufacturer's/ Bidder's Warranty Certificate.
 - e) Bidder's Factory Inspection report/ Inspection Testing Certificate issued by Testing Agency.
 - f) Delivery of Software Paper Licenses, if any, at CO: DIT Bengaluru.
 - g) Installation Note and successful working of goods (Delivery Sign-off), signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number
 - h) However, if for any reason, the installation and commissioning is delayed due to non-readiness of infrastructure and hence acceptance certificate cannot be issued, the above 70% of the Total Contract Price shall be paid, after 30 days from the date of receipt of goods at the respective locations. In such a case, the Bidder shall have to produce document showing "Site not ready" status from the representatives of Syndicate Bank at respective locations and to undertake to install and successfully commission the Equipment within 3 days of



confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Security if warranted, as per the terms of this Bid Document.

- ii) Final instalment of Thirty (30) % of the Contract Price of the Goods shall be paid 30 days after successful working and upon submission of the following documents.
- i) Copy of the Bidder's Invoice showing Contract No, Goods description, quantity, unit price, total amount, Serial Nos. Of the Equipment/s, GSTIN & HSN, SAC details etc.
 - j) Final Acceptance/Final Sign off letter from the User Group of the Bank for having tested and accepted the items.
 - TDS on payments will be deducted as applicable.
 - Applicable Goods and Services Taxes will be paid extra at actual. Vendor has to mention GSTN in the invoice.
 - In case of Liquidity Damages/Penalty levied to the Vendor, GST on LD/Penalty amount shall also be recovered from the Vendor.
 - Authenticated copy of return submitted shall be submitted along with claim documents.
 - Vendor has to mention GSTN and HSN/SAC number along with bank's GSTN in the invoice. Without the same, GST will not be payable.

Performance Bank Guarantee:

Within Thirty (30) days of the acceptance of Purchase Order from the Purchaser, the Vendor shall furnish the performance bank guarantee for 10% (ten percent) of the base contract value (Total contract value less AMC charges) for 39 months from the date of issuance of the BG in the format prescribed (Annexure- L).

- No payment shall be made to the vendor until Performance BG is submitted.
- If PBG is not submitted by the Vendor as per PO terms, Bid Security shall be invoked by giving notice to the vendor.
- Liquidated Damages at the rate of 12% per annum of the PBG amount shall be levied for the delayed period in submitting PBG. 18% GST shall be applicable on penalties, LDs, etc.

AMC Charges:

- i) The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.
- ii) AMC shall be paid in advance in yearly instalments within thirty days of receipt of claim at the start of each year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of a AMC Bank Guarantee, issued by a scheduled Bank in India other than Syndicate Bank, as per Annexure – Q, for the equivalent AMC amount per annum, valid for a period of 39 months from the date of completion of free warranty period.

The Bank Guarantee submitted towards performance guarantee taken during warranty period will be released only after receipt of the above. Non-submission of AMC Bank Guarantee at least 30 days before the expiry of Performance Bank Guarantee will be sufficient reason for invoking the performance guarantee. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC during the AMC period of 3 years

6) Delivery Period:

The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at locations. The Selected Bidder shall inform the readiness of the Servers for the purpose of pre-shipment testing in writing well in advance.

The Servers should be made operational within 6 weeks from the date of acceptance of work order/ s. In case of delivery of Equipment to States where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the Bidders for carrying out the task.

The Bank reserves the right for inspection of Servers either Pre or Post-delivery.

7) Liquidated Damages:

For any delay, over and above **time lines** from the date of acceptance of Purchase Order, LD @ 0.5% per week subject to a maximum of 10% contract value with applicable GST on LD amount will be levied and recovered from the final payment due. GST applicable to LD amount shall also be recovered.

However, if there is a 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. This, however, does not preclude the Purchaser from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document.

As per Law, GST will be charged @18% on LD charges and the same will be recovered from the Bidder.

8) 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.

The SI, OEM and bank has to enter into a tripartite agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

9) Service Level Agreements (SLAs)

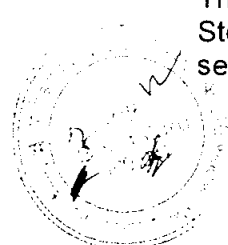
Within Thirty (30) days of receipt of the Purchase Order, the successful Bidder shall sign and date the SLA and return it to the Purchaser. The Bidder however may submit the SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the SLA to be entered in to by the successful Bidder shall be as approved by the Bank only.

The Successful Bidder should commit / maintain uptime of 99.50% per quarter during the entire solution during the contract period.

Penalty for not maintaining of Uptime of 99.50% will be ₹1,000/- for every 0.01% deviation.

Blade Server and Storage Maintenance:

The selected bidder will assume total responsibility for the fault free operation of Servers & Storage and maintenance during the warranty & AMC period for a total duration of Six years. The selected bidder will accomplish preventive maintenance activities/ software, firmware upgrades



on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected bidder will also provide software/firmware upgrades during the warranty & AMC period without any additional cost to the Bank.

On lodgement of complaint, service should be provided and rectification of reported problem within two hour from the time of reporting the complaint. In case of failure of the selected bidder, Bank will levy a penalty of ₹500/- per day per unit each time for such failure in addition to Uptime Penalty as mentioned above, subject to a maximum of 10% of the contract value.

The amount of penalty will be recovered from the selected bidder from payments due to them. In case, no payments are due, the selected bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the selected bidder.

However, if the Server is down due to the reasons attributable to the Bank, the selected bidder has to submit proof for the same for not levying the penalty.

Violating any of the terms pertaining to supply, maintain, support the both hardware/software and its functioning will be sufficient reason to invoke any of the Bank Guaranties furnished to the bank by the successful bidder.

10) Authorization to Bid:

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the company 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 digital certificate with encryption feature (Class 3 Type) issued in company 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

11) 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 **₹12,00,000/- (Rupees Twelve Lakhs 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 base contract value (exclusive of AMC/ATS charges), valid for 39 months covering Warranty Period as per Annexure- L. Unsuccessful Bidder's Bid Security will be discharged or

returned as promptly as possible, 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 bid 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 Order,
- (b) To furnish Performance Security valid for 39 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 Order.

✓ 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 favor 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.

12) Response to RFP

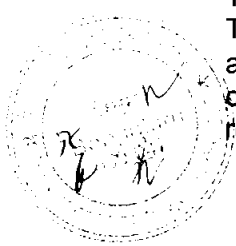
The bidder shall submit the offer for the full schedule of requirements. Following instructions may please be taken note of in this connection and

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.

13) 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.

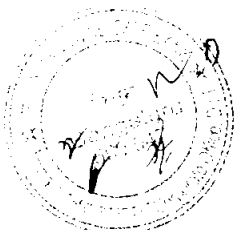
Address:

**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.
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) Annexure B- Bid Form
- d) Printout of Acknowledgement issued by e-tendering system after successful submission of Bid Documents in Online Mode.
- e) 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 ditprocure@syndicatebank.co.in on or before **12/12/2018** strictly as per Annexure –J (3) format. Pre-bid meeting will be conducted on **14/12/2018** at DIT 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.abcpocure.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.abcpocure.com> along with required supporting documents is **07/01/2019 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 (offline mode) by bidders after successful submission of their bid proposal at our e-Tendering portal is **09/01/2019 up to 16.00hours** to **Sri Rakesh Kumar Hardaha, Chief Manager** or **Sri Sravan Kumar K, Senior Manager (IT)**, Corporate Office-DIT, II Floor, Commercial Complex, National Games Village, Koramangala, Bengaluru 560 047.

14) 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.

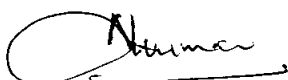
The bidder is required to comply with the technical specifications mentioned in Annexure-I of the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of the Bank. Bank would use an internal scoring mechanism to score each of the RFP responses with appropriate 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, lowest Quoted Bidder will be declared as L1.

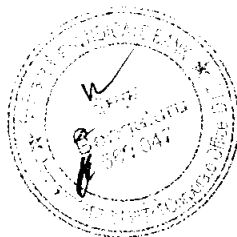
15) Other important term and conditions:

- i. Bidder has to provide onsite support by deputing experienced engineers for all types of service and hardware/software maintenance calls during 3 years warranty period & also during AMC period of 3 years on post warranty without any extra cost to the Bank.
- ii. The Supplier will accomplish preventive and breakdown maintenance activities regularly at least once in a quarter to ensure that all hardware execute without defect or interruption as per the above condition.
- iii. No other charges whatsoever are to be payable by the Bank other than the agreed purchase price and AMC charges.
- iv. Please note that an Indian Agent on behalf of the Foreign Principal or the Foreign Principal directly can bid in the tender but not both. In case of Bidding by both, Bid submitted by Foreign Principal will be considered for evaluation. Also in cases where an Agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer. The Bank will have the sole discretion to reject such cases without giving any reason whatsoever
- v. All the prices quoted in on line Sealed Bid and Reverse Auctions shall be in Indian Rupees only. In case the equipment offered or any part thereof are imported, the price quoted in the Reverse Auction by the Successful bidder will be firm & final and any fluctuation in foreign exchange rates shall not have any bearing on the price quoted in the Reverse Auction.
- vi. 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.
- vii. 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 Bengaluru, India only.

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



(Atul Kumar)
Chief Information Officer



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 INSURANCE:

The insurance shall be for an amount equal to 110% of the CIF value of the goods delivered at the respective branches covering all risks (transit, fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) for a period covering the transit period and also minimum 4 months from the date purchase of insurance policy at the location addition to the transit period.. If any non-insured period exists from date of delivery to purchase of such policy company shall give corporate undertaking through indemnity bond. This indemnity shall cover date of delivery to date of policy.

3 INSPECTIONS AND TESTS:

- i. The Bank shall have the right to inspect and test the goods to confirm their conformity to the Technical specifications at the premises of the Bidder or at the site of Installation. All reasonable facilities and assistance including access to drawings and production data shall be furnished to the Inspectors.
- ii. The Bank or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- iii. The inspections and test may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- iv. Should any inspected or tested Goods fail to conform to the Specifications, the Bank may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Bank.

4 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.

5 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:

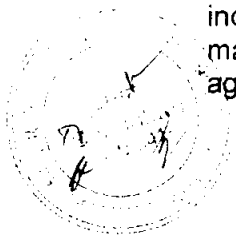
In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

6 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.

7 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.

8 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.

9 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.

10 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 it's 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.

11 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.

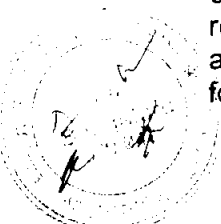
- i. Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. 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.

12 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.

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 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.

16 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 equipment must be supplied with their original and complete printed documentation

17 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

18 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.

19 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.

20 PRIVACY & SECURITY SAFEGUARDS

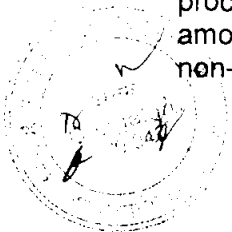
The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT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

21 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.

22 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.

23 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.

24 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.

25 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.

26 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.

27 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.

28 COSTS OF PREPARATION & SUBMISSION OF BID

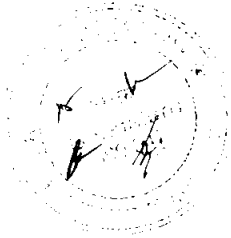
The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

29 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.

30 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.



**ANNEXURE-B
BID FORM**

Ref No.....

Place:.....

Date:.....2018

Chief Information Officer
SyndicateBank, Corporate Office, Department of Information Technology,
II Floor, Commercial Complex,
National Games Village, Koramangala,
Bangalore-560 047

Dear Sir,

Having examined the 'Request for Proposal RFP No: RFP 285/CO: DIT/Blade_Server dated 05/12/2018, 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 deliver the Goods in accordance with the Delivery Schedule specified.

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

We agree to abide by this 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 total contract period from the date of acceptance of Purchase order.

We further confirm that, Until the Purchase Order is accepted, this Bid, together with your written acceptance thereof & 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 Amount & currency Purpose of commission or gratuity
(If none, state none)

We understand that you are not bound to accept the lowest or any Bid you may receive.
Dated this..... Day of 2018

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

✓
A
Y

Annexure C

(Undertaking letter for Authenticity of the proposed solution)

Ref. No: RFP 285/CO: DIT/Blade_Server dated 05/12/2018

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 hardware 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.

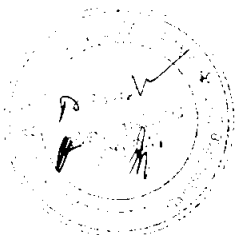
We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

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

Signature:

Name and designation:

Office Seal



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, Department of Information Technology, Koramangala, National Games Village Bangalore (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

Chief Information Officer
SyndicateBank, Corporate Office,
Department of Information Technology,
II Floor, Commercial Complex
National Games Village, Koramangala,
BANGALORE-560047

Dear Sir,

Sub: RFP No: RFP 285/CO: DIT/Blade_Server dated 05/12/2018

We who are established and reputable Manufacturers 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 six 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

Chief Information Officer
SyndicateBank, Corporate Office, Department of Information Technology,
II Floor, Commercial Complex,
National Games Village, Koramangala,
Bengaluru-560047

Dear Sir,

This has reference to your above RFP for Supply, Installation, Commissioning and Maintenance of _____, 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 285/CO: DIT/Blade_Server dated 05/12/2018 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 Number	Signature	Certifying Agency	Valid up to

ANNEXURE-G**(TERMS AND CONDITIONS COMPLIANCE TABLE)**

Note: Bid proposals not conforming to 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.

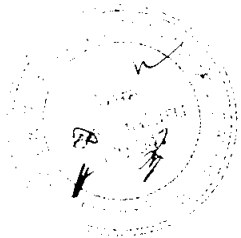
Table I:

S.No.	Description	Submitted Yes/No	Page No. of Bid Document	Deviations, if any
1	Power of Attorney from the Company to the Employee participating in the Bid			
2	Bid Security			
3	Cost of RFP			
4	Manufacturer's Authorisation Form			
5	Letter of Authorisation to Bid			

Table-II:

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

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



Signature of the bidder with designation
Company Seal

ANNEXURE-HSERVICE SUPPORT FORM

However, Bidder's representative and local office at Bangalore will be the contact point for the Bank. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both.

Service Support Details	Contact person, Designation, Mobile No.	Address
Bangalore Office details. (For single point of contact from Corporate Office for any issues on delivery, service support etc)		
Mumbai Office Details		

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. for after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

Company Seal

Signature of the Bidder

ANNEXURE-I
Compliance to Technical Specifications

A. Blade Servers:

S.No	COMPONENTS OF SERVER	SPECIFICATIONS OF COMPONENTS OF BLADE SERVER	Vendor's compliance (Yes / No)	Vendor's remarks
1	Make and Model	Model to be quoted		
2	CPU	Latest Intel series processor with 22 Core processor or equivalent, 2.20 GHz or above (with minimum 55 MB cache memory) and TDP 145W or less. Should have minimum two processor sockets.		
3	Memory	Each module should not be less than 128 GB DDR 4 RAM ECC upgradeable up to 512 GB Should have total 512 GB memory (4x128 GB)		
4	Chipset	Intel Chipset or equivalent		
5	Mother board	OEM Mother Board- 64 bit enabled		
6	Disk Drives	2 Numbers of 300 GB or more SAS HDD, 10000 RPM or more.		
7	Disk Bays	2 x 2.5" HDD Bays		
8	Disk Controller	Redundant SAS controller for SAS HDD & integrated hardware RAID controller to support Raid 0,1		
9	Ethernet Interface	2 Redundant 1/ 10 Gbps ports capable of virtualization		
10	Fibre Channel HBA connectivity	Dual port 8Gbps Fiber Channel capable of virtualization		
11	Chassis	Adequate number of chassis / enclosures to be provided		
12	OS support	Should support all standard operating systems (32 & 64 bit) like Microsoft Windows, Various flavours of Linux etc		
13	SAN Boot	Physical Machine and Virtual machines created on the blade server should be able to boot through SAN.		

B. Blade Chassis/Enclosure

S.No	COMPONENTS OF CHASSIS/ ENCLOSURE	SPECIFICATIONS OF COMPONENTS OF CHASSIS/ENCLOSURE	Vendor's compliance (Yes / No)	Vendor's remarks
1	Form Factor	Chassis should house at least 14 blade servers		
2	I/O modules	<p>a) The Chassis shall be able to support redundant I/O modules for LAN & SAN or FCoE connectivity.</p> <p>b) The Chassis should have Server side 10 Gbps Ethernet connectivity and 8 Gbps Fiber Channel connectivity or FCoE 10 G, redundant per Blade.</p> <p>c) Every chassis should be configured with 4 x 10G uplink to Bank's Core Switch and 4 x 8G uplink to Bank's existing SAN Switches.</p> <p style="text-align: center;">OR</p> <p>Any other equivalent Industry Standard modules</p>		

S.No	COMPONENTS OF CHASSIS/ ENCLOSURE	SPECIFICATIONS OF COMPONENTS OF CHASSIS/ENCLOSURE	Vendor's compliance (Yes / No)	Vendor's remarks
		with similar features including number of ports available and without compromising on any of the functionalities achievable otherwise through clause A, B & C above, and without use of additional equipments from Bank for this purpose".		
3	Midplane	Chassis should have a midplane with no single point of failure		
4	Power supply modules	Redundant Power supply should be provided in the chassis and should have not pluggable capability. Power supply should meet the Energy 80 Plus certification or CSCI certification		
5	Chassis Management	Redundant Chassis Management Module is to be provided		
6	Platform support	Chassis should support multiple OS like windows, Linux etc with same enclosure.		
7	Cooling	Chassis should have a cooling subsystem consisting of redundant hot pluggable fans or blowers		
8	Alerts	Chassis should have alerting mechanism		
9	Management Software	Should have automatic discovery, identification and fault management software. Server Management Software should be provided which is capable of monitoring the health of key components like CPU, Memory, Disc etc. and should be capable of alerting the users about the possible failure. Remote presence enabled		
10	DVD-RW	The DVD-RW should have 8x or more Read/Write one per chassis or can be provided via IP KVM switch across all Chassis and servers		
11	Rack	Sufficient numbers of Racks to be provided. One rack per rated power requirement of 8.5 KVA or part there off (per site) to be provided.		
12	KVM	Rack Mountable foldable TFT Monitor, Key Board & KVM Switch capable of connecting & monitoring the complete blade chassis & all the blades in the chassis or KVM over IP functionality to be provided		
13	Ports	Min 1 serial, Min 4 USB and other standard port (or) Min 2 USB and other standard ports may be provided via the IP KVM switch which can be shared across all chassis/servers		
14	Cables	Sufficient number of cables required should be provided		

C. SAN Switch

S.No	COMPONENTS OF SAN Switch	SPECIFICATIONS OF COMPONENTS OF SAN Switch	Vendor's compliance (Yes / No)	Vendor's remarks
1	Make and Model	Model to be quoted		
2	Ports	SAN Switch should be configured with atleast 16 * 8 Gbps FC SAN Ports with 16 Transceiver Modules		
3	Power supply modules	Redundant Power Supply		
4	Cables	Appropriate LC-LC cables with sufficient length		

	should be provided		
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D. SAN Storage

S.No	COMPONENTS OF SAN Storage	SPECIFICATIONS OF COMPONENTS OF SAN Storage	Vendor's compliance (Yes / No)	Vendor's remarks
1	Make and Model	Model to be quoted		
2	OS Support	SAN Storage should support multiple OS like windows, Linux etc with same enclosure.		
3	Hypervisor Support	SAN Storage should support hypervisor like ESXi, KVM, Hyper V etc.		
4	RAID	RAID 5 configuration with atleast 2 hot spares		
5	RAID support	Solution should support 1, 5, 6, 10		
6	Controller	Redundant controller for SAN storage and integrated hardware RAID controller.		
7	Architecture	FC, iSCSI, FCoE & NAS Multi-controller architecture with SAN and NAS integration		
8	Usable Capacity	40 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DC location. 60 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DRS location.		
9	Expandable Capacity	Atleast 100 TB capacity using all flash storage disks (SSD)		
10	Cache	Min 32 GB cache per controller		
11	Power	Storage to be provided that should fit in same rack mentioned in Blade Chassis/Enclosure, should connect to SAN switch mentioned in SAN Switch specification and should have required redundant power and network panels.		
11	Ports	Support 8 Gbps FC ports, 1 Gbps iSCSI ports, 10 Gbps iSCSI ports, 10 Gbps FCoE ports		
12	Licenses	Storage replication license and snapshot license. All licences that need to configure SAN Storage along with SAN switch need to be provided from day 1		

E. Virtual machine management software

S.No	SPECIFICATIONS OF Virtual Machine Management Software	Vendor's compliance (Yes / No)	Vendor's remarks
1	The virtualization management solution should have capability to integrate with storage and software and hardware network load balancers to enable VM management and associated infrastructure from a single console		
2	The virtualization management solution must enable private container of resources like compute, memory etc. , which could be allocated to different project teams with or without quotas enabled		
3	The virtualization management solution must enable application/service based template deployment comprising of different tiers i.e. deployment of multiple virtual machines for example front end as web server and backend as database etc. all in a single application/service deployment template.		
4	The virtualization management must have role based access and		

S.No	SPECIFICATIONS OF Virtual Machine Management Software	Vendor's compliance (Yes / No)	Vendor's remarks
	capability of providing software defined networking/network virtualization for at least one of the Hypervisors		
5	Monitoring management solution must be able to manager both windows, Linux including basic network monitoring		
6	Monitoring management solution must be able to deeply monitor roles like AD, DNS, DHCP, file server. This has to provide deep roles monitoring and not only basic monitoring of operating system		
7	Monitoring management solution must have capability of creating custom rules and monitors for custom applications of bank if required		
8	Should have Remote Management Capabilities.		

ANNEXURE -J**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 Photo copies of POs as support documents).

Details of solution provided to meet eligibility criteria:

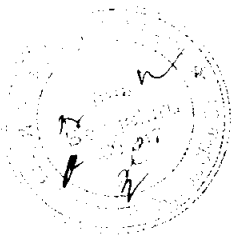
Srl. No.	PO No. and date	Order placed by Organisation	Qty.	Cumulative Total

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)

SI.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 - K
RULES FOR REVERSE AUCTION

Sl.No.	Particulars	Details
1.	Buyer Name	Syndicate Bank Corporate Office: DIT NGV Shopping Complex II Floor, NationalGamesVillage Koramangala Bangalore – 560047
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	https://syndicatebank.abcprocure.com 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:

Blade server with 3 Years AMC after 3 Years of Warranty:

(Amount in ₹)

Sl. No.	Item Description (a)	Qty (Nos) (b)	Unit Price with 3 years warranty (c)	Total price (d) = b * c	AMC 4 th Year (e)	AMC 5 th Year (f)	AMC 6 th Year (g)	Total Cost (h) = d+e+f+g
Mandatory Items								
1	Blade Server – Latest Intel series processor with 22 cores (Dual Socket, Total 44 cores) or equivalent as per Technical Specifications mentioned in Annexure-I with 512 GB memory (128GBX4 DIMMs).	24	xxx	xxx	xxx	xxx	xxx	xxx
2	Blade Chassis/enclosure for accommodating minimum of 8 blade servers as per Technical Specifications mentioned in Annexure –I (if bidder is providing multiple chassis for this, total number of chassis per location will be treated as 1 Qty) along with all necessary connectors and cables	2	xxx	xxx	xxx	xxx	xxx	xxx
3	Industry standard 42U server rack with perforated front and back doors and 2 PDUs each having minimum 12 C13/C14 & 4 C19 sockets along with power connectors.	2	xxx	xxx	xxx	xxx	xxx	xxx
4	8 Gbps FC SAN Switch with SFP Transceiver as per technical specifications mentioned in Annexure – I	4	xxx	xxx	xxx	xxx	xxx	xxx
5	40 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DC location as per technical specification mentioned in Annexure – I	2	xxx	xxx	xxx	xxx	xxx	xxx

Sl. No.	Item Description (a)	Qty (Nos) (b)	Unit Price with 3 years warranty (c)	Total price (d) = b * c	AMC 4 th Year (e)	AMC 5 th Year (f)	AMC 6 th Year (g)	Total Cost (h) =d+e+f+g
	60 TB usable capacity in RAID 5 all flash storage without compression and de-duplication at DRS location as per technical specification mentioned in Annexure – I							
6	Windows 2012 R2 Datacentre Edition OS License (64 bit) & Red Hat Linux Enterprise Server to run 10 Virtual Servers at each site (Alternatively, bidder may propose virtualisation software licenses capable of supporting 70 Virtual servers and 98 Virtual servers at DC and DRS locations respectively with windows 2012 R2 standard edition licenses for the virtual machines & 10 Virtual servers and 14 Virtual servers at each site with Red Hat Linux Operating system)	24	xxx	xxx	xxx	xxx	xxx	xxx
7	Centralized virtual machine management software for above virtualisation which should cater to minimum of 15 Blade Servers (With DR Support during fail over) as per Technical Specifications mentioned in Annexure –I	1	xxx	xxx	xxx	xxx	xxx	xxx
	Grand Total		xxx	xxx	xxx	xxx	xxx	xxx

Notes:

- I. AMC charges per annum should not be less than 10% of the total basic cost.
- II. The above quotes are exclusive of GST. All applicable taxes are payable extra at actual on submission of proof.
- III. The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement
- IV. L1 status is determined based on the 'Grand Total (TCO)' during Reverse Auction Process.
- V. L1 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.
- VI. The final quotes during reverse auction should be valid for one year from the date of acceptance of purchase order by the L1 Bidder.
- VII. All the technically responsive bidders should participate and quote for all items during the Online Sealed Bid.
- VIII. The Reverse Auction will be conducted for the Grand Total (Total Cost of ownership).
- IX. **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 i.e., 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:

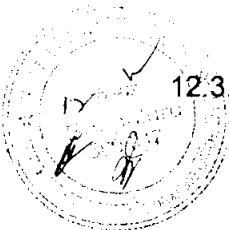
All participating bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by them at any point of time during the auction time.

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

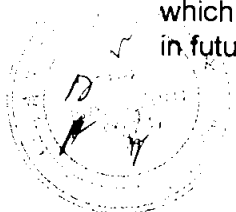
(To be submitted in Company's letter head by all the Bidders participating in online sealed bid & Reverse Auction)

Date:

To
Chief Information Officer
Syndicate Bank, Corporate Office
Department of Information Technology
2nd Floor - NGV Shopping Complex
Koramangala, Bangalore – 560 047

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:

Chief Information Officer
Syndicate Bank , Corporate Office, Department of Information Technology
2nd Floor - NGV Shopping Complex, Koramangala, Bengaluru – 560 047

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 and 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 :

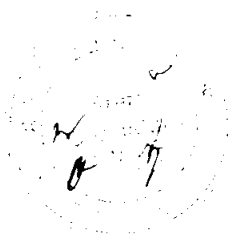
Address of Company :

Email:

Mobile:

Fax No:

Company Seal



ANNEXURE-L
Performance Bank Guarantee Form

To

Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor N G V Commercial Complex
Koramangala, Bangalore 560 047

WHEREAS (_____) has undertaken in pursuance of the contract no. _____ dated _____ to, inter-alia, supply 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 bank guarantee by a recognized bank for the sum of ₹. _____ 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 are responsible to you, on behalf of _____, up to a total of ₹. _____ 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 ₹. _____ 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 ₹. _____ 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 form all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE-M
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)					

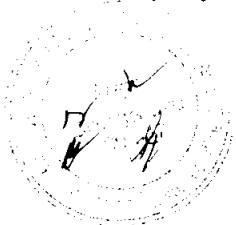
Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:

Company Seal:



ANNEXURE -N
Conformity Letter

Proforma of letter to be given by all the bidders participating in RFP No. RFP 285/CO: DIT/Blade_Server dated 05/12/2018 on their official letterheads

To
Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor, N G V Commercial Complex
Koramangala, Bangalore 560 047

Dear Sir,

Sub: RFP 285/CO: DIT/Blade_Server dated 05/12/2018

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 J. 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-P
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.

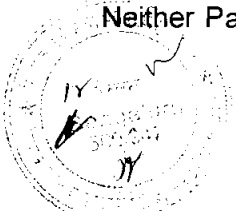
The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank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

<p>SIGNED for and on behalf of:-(Bank) Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:</p>	<p>SIGNED for and on behalf of :-(Company) Signature: Name: Title: (Authorized Signatory) <u>Witness:</u> Signature: Name: Address:</p>
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ANNEXURE -Q
(AMC BANK GUARANTEE FORMAT)

SyndicateBank,
Department of Information Technology,
Corporate Office,
NGV, Commercial Complex, 2nd Floor,
Koramangala, Bangalore 560 047

Whereas (_____) has undertaken in pursuance of the Contract no. _____ dated _____ to, inter-alia, Maintenance and support of _____ as per the Contract document (herein after called "The Contract"), dated _____ (Purchase Order No.)

AND whereas it has been stipulated by you in the said Contract that _____ (Company's name) shall furnish you with a Bank Guarantee by a recognized Bank for the sum of Rs. _____ specified therein as security for compliance with the _____ maintenance/support obligations in accordance with the Contract.

AND whereas we have agreed to give you the Guarantee on behalf of _____ (Company's name)-

Therefore, We -----(Bank's name and address) hereby affirm that we as Guarantors are responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ (Company's name) 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.

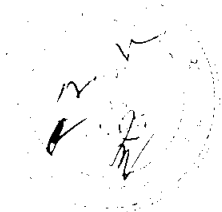
This Guarantee is valid until the _____ (Date)

"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 _____ Three months from the date of expiry- 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 -S

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

To
Chief Information Officer
Syndicate Bank,
Department of Information Technology
Corporate Office, 2nd Floor N G V Commercial Complex
Koramangala, Bangalore 560 047

Dear Sir,

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

We hereby confirm that M/s..... has supplied, installed and maintaining blade servers(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/Vendor"

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 vendor(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)/ Vendor(s)

1. The Bidder(s)/Vendor(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)/Vendor(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)/ Vendor (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)/ Vendor (s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Vendor(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)/ Vendor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Vendor(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)/ Vendor (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)/ Vendor (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)/ Vendor (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)/Vendor(s) from the tender process and take appropriate action.

Section 4-Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/Vendor (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/Vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- 1) The Bidder/Vendor 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/ Vendor 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/Vendors

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

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

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

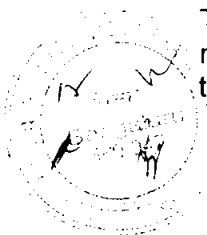
If the Principal obtains knowledge of conduct of a Bidder, Vendor, and Subcontractor or of an employee or a representative or an associate of a Bidder, Vendor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same 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/Vendors as confidential. He reports to the MD, Syndicate Bank.
3. The Bidder(s)/Vendor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Vendor. The Vendor 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)/Vendor(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/vendor. 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 Vendor 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.

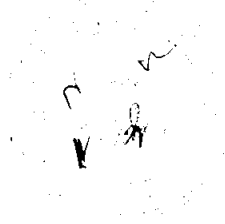
Section 10- Other provisions

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/vendor 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.

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

Place

Date



----END OF DOCUMENT----