INDIAN OVERSEAS BANK

REQUEST FOR PROPOSAL

SUPPLY, INSTALLATION AND MAINTENANCE OF ORACLE SERVERS

RFR Reference Number: RFP/ITD/010/19-20 dated 14.11.19

Information Technology Department Central Office
Indian Overseas Bank
763, Anna Salai Annexure Building
Chennai 600 002
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INTRODUCTION

Indian Overseas Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from well-reputed vendors for supply, installation and maintenance of Oracle Servers including software (hereinafter referred as “Oracle Solution”). Detailed Scope of Work provided in various clauses in the RFP.

The Solution should have a warranty period (OPS) of Six years from OEM and one year support from Successful Bidder (SB).

During the warranty/Support period, any upgrades required / proposed by the OEM for the Solution should be automatically provided by the bidder without any additional cost to the Bank.

Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the SI / OEM.

General terms and conditions and Annexure relating to this RFP are furnished hereunder.

1. PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 SCHEDULE OF BIDDING PROCESS:

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<tr>
<th>S.No</th>
<th>Description of Information/ Requirement</th>
<th>Information / Requirement</th>
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<tbody>
<tr>
<td>1.</td>
<td>Tender Reference Number</td>
<td>RFP/ITD/010/19-20</td>
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<tr>
<td>2.</td>
<td>Date of Issue of RFP</td>
<td>14.11.19</td>
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<tr>
<td>3.</td>
<td>Last date for receipt of queries, if any.</td>
<td>22.11.19</td>
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<tr>
<td>4.</td>
<td>Bid Submission Mode.</td>
<td>Through E-Tender</td>
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<tr>
<td>5.</td>
<td>Last Date and Time for submission of bids along with supporting documents to the e-Portal.</td>
<td>09.12.19 on or before 16:00 hours.</td>
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<td>6.</td>
<td>Last date, time and place for submission of Original Demand Draft for Cost of document and BG in lieu of EMD &amp; Integrity Pact on Rs. 100 stamp paper.</td>
<td>10.12.19 on or before 15:45 hours at the Bank’s Information Technology Department, Central Office, Chennai.</td>
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<tr>
<td>7.</td>
<td>Date, time and venue for opening the Technical bid &amp; Indicative Commercial Bids through e-tendering portal.</td>
<td>10.12.19 at 16:00 hours at the Bank’s Information Technology Department, Chennai.</td>
</tr>
<tr>
<td>8.</td>
<td>Date and Time of Reverse Auction</td>
<td>Will be intimated to technically short-listed bidders.</td>
</tr>
<tr>
<td>9.</td>
<td>Contact officials for DD submission as stated in serial No.6 and for any enquiries.</td>
<td>Chief Manager ITD Infra 044 28519458</td>
</tr>
<tr>
<td>10.</td>
<td>Address for Communication / Submission</td>
<td>The Assistant General Manager,</td>
</tr>
</tbody>
</table>
11. Contact officials for any clarification.

ITD Procurement Group
044-28519466
midhwd@iobnet.co.in

12. Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.

e-Procurement Technologies Limited
Shivam Shewaramani: 079-68136824
Riddhi Panchal: 079-68136815
riddhi.panchal@auctiontiger.net

1.2 COST OF BID DOCUMENT & EARNEST MONEY DEPOSITS (EMD):

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<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Amount in Indian Rupees</th>
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<tbody>
<tr>
<td>1.</td>
<td>Cost of Bid document (Refer clause 2.3 of the RFP)</td>
<td>Rs. 10,000</td>
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<tr>
<td>2.</td>
<td>EMD (Refer clause 2.3 of the RFP)</td>
<td>Rs. 5,00,000</td>
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</table>

Bidders who are registered with National Small Industries Corporation (NSIC)/ Udyog Aadhaar Memorandum under MSME Act are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

1.3 BIDDER'S QUALIFICATION CRITERIA:

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

i) The Bidder is registered as a company in India as per Companies Act, 1956 and should have been in operation for a period of at least 5 years as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies is to be submitted along with technical bid. (Documentary proof should be attached).

ii) The Bidder has registered an average annual turnover of at least Rs.100 Crores (Rupees Hundred Crores) per year for last three financial year (FY 2016-17, 17-18 and 18-19) and not inclusive of the turnover of associate companies as per the audited accounts. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable. Annual reports of FY 2016-17, 17-18 and 18-19 should be attached. Bidders who are yet to publish their audited document for the year 2018-19, must submit the provisional/CA certified results for the FY 2018-19. (Documentary proof should be attached).
iii) The Bidder has registered a net profit (after tax) for any two out of the last three financial years (FY 2016-17, 17-18 and 18-19). Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable. Annual reports of FY 2016-17, 17-18 and 18-19 should be attached. Bidders who are yet to publish their audited document for the year 2018-19, must submit the provisional/CA certified results for the FY 2018-19. (Documentary proof should be attached).

iv) The Bidder should be original equipment manufacturer (OEM) or ORACLE PARTNER NETWORK (OPN) certified partner of the Hardware. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank. Bidder, be it OEM or ORACLE PARTNER NETWORK (OPN) certified partner, to submit a letter of Manufacturer Authorization Form (MAF) as per format provided in Annexure IV of this RFP.

v) The Bidder should have supplied, installed and commissioned Similar Oracle Servers in at least two PSU Banks / Insurance Companies / Government Organisation / Financial Institutions/ Corporate bodies (with minimum 200 crore turnover) in India in the last three (3) financial years. Bidder should submit purchase order copies/order confirmation letter along with client certificate/completion certificate as per details provided in Annexure V of this RFP.

vi) The bidder has its own service centres / authorised franchise / authorized service centre in Chennai and Hyderabad. Bidder to ensure that server certified professional are employed in these locations and should submit the details of service centre such as address, number of engineers attached to the service centre of which Server Specialists etc., Bidder to submit the service centre details as per format provided in Annexure VI of the RFP along with the technical bid. (Documentary proof should be attached).

vii) The bidder should not have been blacklisted in related field/area in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP. Bidder to submit the Self Declaration certificate as per format provided in Annexure VII of the RFP along with the technical bid. (Documentary proof should be attached).

viii) Bidders who are registered as MSME units with NSIC and have a valid NSIC certificate, Bank may at its own discretion relax the provisions of clause 1.3.ii & 1.3.iii. This relaxation will be subject to compliance of the bid with all the other terms and conditions of this RFP, bidder’s profile evaluation through client references and Technical evaluation of the proposed model of the servers. Bank’s decision in this case shall be final and binding on such participating bidders.
The bidder shall furnish relevant documents / self-declaration supporting the above eligibility/qualification criteria along with the technical bid with a self-certified check list for submission of required documents as per Annexure – II (B).

1.4 DELIVERY:

a. **Delivery Schedule**: Oracle Solution as per quantity Annexure I (A) and technical specification given in Annexure I(B) and I(E) of this RFP, should be delivered at the address notified in the Purchase Order within **Six (6) weeks** from the date of acceptance of Purchase Order. Delivery for the above purpose is deemed to be complete when the items specified in the Purchase Order are delivered and date of delivery is the date on which the last item is delivered (site wise).

b. **Extension of delivery schedule**: If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the Hardware (Solution) and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder’s notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder’s time for performance against suitable extension of the performance guarantee for delivery.

c. **Penalty for Delayed Delivery**: If the delivery schedule is not maintained as stated in clause 1.4 (a) or to such extended period as per clause 1.4 (b) of this RFP, a penalty of half percent (0.5%) of order value excluding one-time implementation and OPS Cost (location wise) for each week or part thereof of the delay subject to a maximum of 5% will be levied from the expiry of due date of delivery.

d. **Non-delivery of Hardware (Solution)**: Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.4 (a), (b) & (c), shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event, the Bank will call for new bids.

1.5 **CONFIGURATION & OPERATIONALISATION – SCOPE OF WORK**:

a) Successful bidder has to mount Hardware (Solution) into the existing 42U rack.

b) T8-1 servers at PDC need to be configured in Solaris OS cluster. Necessary cluster licenses for the same will be provided by the Bank. Servers at PDC Chennai and DRS Hyderabad shall be connected to the storage procured separately. Necessary Fibre optic cables, Ethernet cables required to connect the servers to the SAN
Switches/storage/Access Switch etc. have to be provided. All the cables should be neatly laid and tagged in consultation with the Bank’s implementation team.

c) ORACLE VM has to be installed and configured into the servers and separate Logical domains have to be created for various department servers. ORACLE SOLARIS 11.3 or higher (as the case may be) have to be configured for the servers.

d) Bank shall provide a complete installation plan for each of the location to the Successful Bidder (SB) either through email or letter. SB to complete such installation and operationalisation of the hardware within 30 days from the date of such notification for each location. Failing which, a penalty at the rate of 0.5% of order value excluding AMC value (location – wise and item-wise) for each week or part thereof of the delay subject to a maximum of 5% will be levied from the expiry of the due date for installation.

e) Successful Bidder shall submit a Completion Report duly signed by authorised representatives of Infrastructure Division of Information Technology Department (ITD) of the Bank. The report should contain interalia, date of delivery, date of installation at the specified locations and date of start of warranty for all the Hardware installed at the stipulated locations, as soon as the entire installation is completed.

f) Successful bidder has to document the installation details such as Hostname, IP Address, User Credentials and handover the same along with OS Media with Licenses (if any), technical manuals to Infrastructure Division, ITD.

g) The successful bidder has to submit the Service Level Agreement (SLA) in line with the RFP requirements (including amendments) and Non-Disclosure Agreement (NDA) in stamp paper and hand it over to the ITD within 15 days from the date of acceptance of PO. Any payment as per payment terms can only be claimed after submitting the above documents.

h) If installation is not completed after 8 weeks from the date of notification for installation, it may constitute sufficient grounds for the annulment of the award of contract and invocation of Bank Guarantee (Delivery). In such an event, the Bank will call for new bids and bank reserves the right to blacklist the bidder for a period of one year. However the bidder will continue to perform the service for the items that bidder had already delivered.

1.6 ORACLE PREMIUM SUPPORT
The Successful Bidder shall warrant that the entire Oracle solution intended to supply under this RFP is new, unused, of the most recent models, complied with the configurations as per technical specs (Annexure I B & I E) and that they incorporate all recent improvements in design and materials. The bidder shall warrant that the solution supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Solution. The Oracle Solution should have Oracle Premium Support (OPS) for hardware and software for a period of 6 years (5 years for upgradation) from the date of installation or 73 months from the date of delivery of hardware whichever is earlier. In case the delay in installation is due to the vendor then the comprehensive oracle premium support for hardware and software starts from the date of installation.

Seventh year (sixth year in case of upgradation) support for hardware and software is to be provided by SB.

All the OS level issues are to be attended during the Warranty period/Support period. Warranty/Support includes free spare parts, kits etc Software installation/re-installation and software/firmware upgrades during the warranty/support period at no extra cost to the bank.

1.7 OPS CONTRACT AND CHARGES

a. The bidders shall quote OPS charges for Oracle hardware and software for a period of 6 years and 1 year SI Support in the commercial bid (Annexure III).

b. Bank reserves its right to enter into OPS contract with the successful bidder, post completion of first year support.

c. OPS Charges quoted will be reckoned for L1 determination.

d. Bank reserves the right to continue the Support with successful bidder post seven year period at mutually agreed terms and conditions until End of Life/Support.

1.8 CONTACT DETAILS OF THE BIDDER:

The Successful Bidder on award of the contract should provide the Bank the Points of Contact, Escalation Matrix for taking up issues with respect to the scope of work defined in the contract.

1.9 BANK GUARANTEE:

a. Within 15 (Fifteen) days of the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a bank guarantee (for delivery) for a period of 6 months
with a claim period of 12 months for an amount equivalent to 20% of the net order value (PO value excluding OPS charges), in the format as per Annexure X.

b. Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event the Bank will call for new bids.

c. Similarly, one month (inclusive of holidays) prior to expiry of the guarantee (for delivery), the successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial support period of 36 months for an amount equal to 10% of the net order value covering the period of 3 year on-site support (as per format enclosed in Annexure XI) with a claim period of 12 months from the date of expiry of guarantee. The validity of the guarantee period shall cover the 3 year support period expiry date of the Oracle solution supplied.

d. Similarly, one month (inclusive of holidays) prior to expiry of 36 months performance guarantee, the successful bidder shall furnish a fresh or extend the existing bank guarantee (for performance) for a period of 36 months for an amount equal to 10% of the net order value covering the support period with a claim period of 12 months from the expiry of guarantee.

e. Similarly, one month (inclusive of holidays) prior to expiry of second 36 months performance guarantee, the successful bidder shall furnish a fresh or extend the existing bank guarantee (for performance) for a period of 12 months for an amount equal to 10% of the net order value covering the 7th year support period with a claim period of 12 months from the expiry of guarantee.

f. Submission of above mentioned bank guarantee for performance in OPS period as stipulated here is subject to Bank entering into OPS with the successful bidder.

g. The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Indian Overseas Bank. Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

1.10 PAYMENT TERMS:

a. 60% of the order value (Sl no 1 to 4 of Table I of Annexure III) shall be made on delivery of the Hardware. Payment shall be released on submission of proof of document such as delivery challan duly countersigned by Bank official and Tax invoice. Penalty if any shall be deducted as per clause 1.4 (c) of this RFP. Payment shall be released within 30 working days from the date of submission of required documents in full.

b. 40% of the total order value (Sl no 1 to 4 of Table I of Annexure III) and 100% of the total value (Sl no 5 of Table I) shall be made on the following terms:
i) After successful installation configuration, commissioning and operationalization of the entire Oracle Solution.

ii) After submitting the technical documents as required by clause 1.14.

iii) Submission of proof of document such as Installation cum Warranty Certificate for each of the products specified in the commercial bid duly countersigned by Bank's Official and on submission of Bank guarantee (performance) as per clause 1.9 of the RFP.

c. Penalty if any shall be deducted from the installation payment as per clause 1.5(d). Payment shall be released within 30 working days from the date of submission of required documents in full.

d. OPS charges/Support charges for Oracle Hardware and Software Support for the period starting from First year (1st) year to Seventh (7th) year shall be paid on yearly basis in advance after deducting applicable penalty if any and on submission of OEM back to back confirmation from 1st year to 6th year and also on submission of performance Bank Guarantee.

1.11 PRICES AND TAXES

a. The indicative price will be quoted through indicative commercial bid as per Annexure III of the RFP. Final TCO price will be quoted through reverse auction. Final price break up will be provided within next business day from reverse auction.

b. The quoted prices shall be inclusive of all levies, taxes and duties except GST.

c. The quoted prices shall be all inclusive of technical service charges, if any, for configuration and installation at the location as specified by the Bank in the Purchase Order, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.

d. The quoted price should be for the items as per technical specification as provided in RFP. Prices should be furnished as per Commercial bid in Annexure III.

e. Applicable taxes like TDS, if any will be deducted from the amount payable.

f. Prices quoted by the Bidder shall remain fixed during the Bidder’s performance of the contract and will not be subject to variation on any account.

g. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

h. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
The prices for the Oracle Solution that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

Bids (both technical as well as commercial bid) shall be valid for a period of 90 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.

Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.

Bids without signature of authorized signatory of the bidder will be summarily rejected.

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.12 EVALUATION OF BIDS AND AWARDING THE CONTRACT:

Bank will determine the L1 bidder through the technical bid evaluation and reverse auction bid submitted by the bidders in the Bank’s E-Tendering website https://iobtenders.auctiontiger.net

a. Evaluation of Bidder’s Qualification Criteria and Technical Bid:

The Bank’s evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

i) Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.

ii) Submission of duly signed Annexure – I (B), I (C), I(D), I(E), II (A), II (B), IV, V, VI, VII, VIII, XIV and XV of the RFP.

iii) Strict Compliance with the technical specifications as detailed in Annexure I (B) to I (E).

iv) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

v) Indicative Commercial bids as per format given in Annexure III shall be opened for all participating bidders.

b. Determination of Successful Bidders through Reverse Auction and Awarding of Contract:
Bank will determine the L1 bidder through Reverse Auction that shall be conducted in the Bank’s e-Tendering website. Business rules and dates of the reverse auction shall be intimated to the technically qualified bidders in due course.

a) The L1 bidder will be determined based on the lowest TOTAL PRICE QUOTED for (Total cost of Ownership (TCO) under SL.NO. E (Table V) of ANNEXURE III). L1 Bidder has to submit the breakup of the price and quantities as per Annexure III within 24 hours of the completion of Reverse Auction.

b) Bidders are advised to quote highly competitive price. Bank reserves its right to reject the L1 bid if it finds the same as not reasonable.

c) If for any reason L1 bidder does not accept the purchase order within the schedule as mentioned in clause 2.17, Bank may at its own discretion, blacklist the revoke the EMD/Delivery Bank Guarantee.

1.13 TECHNICAL DOCUMENTATION

The Bidder shall provide complete technical documentation (both hard copy and soft copy) of the offered Oracle solution. This documentation shall include guides required for installation, administration and troubleshooting of the offered solution, hardware & software/license information, configuration architecture, warranty details, escalation matrix etc.
GENERAL TERMS & CONDITIONS

2.1. SUBMISSION OF BIDS:

2.1.1. SUBMISSION OF BIDS THROUGH E-TENDER:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said Oracle solution in conformity with Technical Specification stipulated in Annexure-I (B) to I (E), may submit their bid through Bank’s e-tendering service provider https://iobtenders.auctiontiger.net on or before the time line stipulated vide clause 1.1 of the RFP.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank.

2.1.2. SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.


b. Bank Guarantee in lieu of EMD for Rs.5,00,000/- (Rupees Five Lakh Only).

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank’s e-tendering service provider website.

The above documents in a sealed cover should be put in the tender box kept in the Infrastructure Division of Information Technology Department of the Bank’s Central Office, Chennai on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to any one of the officers of the Bank’s Information Technology Department, Central Office, Chennai mentioned in clause 1.1 of the RFP.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2. BID OPENING PROCESS:

The Bank will follow a two bid opening process through e-tendering system followed by reverse auction. The stages are:
a) Technical Bid & Indicative Commercial Bid Opening and Evaluation.
b) Reverse Auction.

In the first stage, the technical & indicative commercial bids submitted in Bank’s e-tendering website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.12 (a) of this RFP.

The time, date and place of opening the reverse auction shall be advised to the technically qualified bidders individually either by email or by letter.

In final stage, bidders have to bid in reverse auction. All the bidders have to submit their final price (TCO) in reverse auction. Based on the final TCO price, L1 bidder has to fill the Annexure III and send to the Bank within Next Business Day of completion of Reverse Auction. The selection of L1 bidder shall be based on the criteria set out in clause 1.12(b) of this RFP.

2.3. COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT / BANK GUARANTEE IN LIUE OF EMD:

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD (refundable) of Rs.5,00,000/- (Rupees Five Lacs only) and cost of bid document (non-refundable) for Rs.10,000/- (Rupees Ten Thousand Only) only by way of a Demand Draft for the amount in favour of Indian Overseas Bank, payable in Chennai.

If any bidder claims exemption as per clause 1.2 of this RFP, is required to submit an undertaking along with the technical documents, in their company letter head stating that Bank shall recover the amount equivalent to the EMD amount from the bidder in case of a default on their part after acceptance of PO if becomes L1.

In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for minimum period of 6 months with a claim period of 12 months from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per Annexure IX of this RFP.

This earnest money / Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee as per clause 1.9 of this RFP.

2.4. BIDDER’S INQUIRIES ON RFP & BANK’S RESPONSE:
All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address mentioned in clause 1.1 of the RFP on or before the timeline stipulated. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank’s website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

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<tr>
<th>Sl.No</th>
<th>Page No.</th>
<th>Clause No.</th>
<th>Description</th>
<th>Clarification</th>
<th>Banks Response</th>
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</table>

### 2.5. BIDDER’S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software.

### 2.6. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder’s responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder’s written acceptance thereof shall constitute a binding contract with the vendor.

### 2.7. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action
deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8. FURNISHING OF INFORMATION:

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

2.9. FORMAT AND SIGNING OF BIDS:

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10. AUTHENTICATION OF ERASURES / OVERWRITING ETC:

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.11. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank’s official website.

2.12. CONFIDENTIALITY & NON DISCLOSURE AGREEMENT (NDA):

Successful bidder and its employees will strictly under not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in Annexure XIII should be executed by the SB.

2.13. CLARIFICATION:

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14. ERRORS AND THEIR RECTIFICATION:

Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of the L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

2.15. BANK’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS AND ANNULMENT OF CONTRACT:

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids without assigning any reason thereafter and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank’s action.

2.16. CONTACTING THE BANK:

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

2.17. ACCEPTANCE OF CONTRACT:

Within 3 days (exclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

2.18. FORMATION OF CONTRACT AND SLA:

The successful bidder shall enter into an SLA with the Bank. Until an SLA is signed by both the parties, notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract. SLA to be signed/executed in a Rs 100 stamp paper within 15 days of acceptance of PO.

2.19. ASSIGNMENT:

The Successful Bidder/s shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank’s prior written consent.

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Successful 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
2.21. PACKING:

The Successful Bidder shall provide such packing of the Oracle solution as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

2.22. INSURANCE:

The Goods supplied under the contract shall be fully insured any loss or damage incidental due to transportation, storage and erection. The transit insurance shall be for an amount equal to 110% of the invoice value of the Goods from “Warehouse to Destination” on All Risk basis including “War Risks & Strikes”. The supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery. Any damage happen to the system due to non-availability of Storage Cum Erection Policy, the supplier has to bear the losses. Bidder has to submit a copy of the insurance policy so that the Bank may get a new insurance cover after stipulated period.

2.23. TERMINATION FOR DEFAULT:

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Vendor with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

a. if the Vendor fails to deliver any or all of the Solution within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank pursuant to clause 1.4 of RFP or
b. if the Vendor fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, Solution and related services, similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Solution and related services subject to the maximum cap of 10% of the undelivered portion. However, the Vendor shall continue performance of the Contract to the extent not terminated and Bank shall pay as per payment terms till the time of discontinue of service or termination whichever is earlier.

If Vendor defaults in the performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days of receipt (the “Default Cure Period”) of a notice of default (the “Default Notice”), then Bank may, by giving notice to Vendor, terminate this Agreement as of the termination date specified in the Default Notice.
The bank has the right to terminate the agreement with immediate effect if the vendor is blacklisted or in case any fraud, forgery, theft, robbery or any wrongful action/inaction or breach of this agreement caused by vendor or its agents or its employees.

2.24. TERMINATION FOR INSOLVENCY:

a. The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the Vendor’s reply, bank may terminate the contract. Termination in this case will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

b. Vendor shall, upon Bank’s request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period, Vendor shall (i) provide support to the extent of answering questions from Bank regarding the Services on an “as needed” basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Vendor’s possession.

c. Each Party shall, upon the later of

- the expiration or termination of this Agreement and
- the last day of the Termination Assistance Period (the “End Date”):
- return, destroy or erase all Intellectual Property of the other Party; and
- return to the other Party all assets owned, licensed or leased by the other Party.

2.25. FORCE MAJEURE:

Notwithstanding the provisions of clauses 2.23 to 2.24 the Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of 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 restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.
Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of 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 restricted to, wars or revolutions, fires, floods and epidemics.

2.26. INCIDENTAL SERVICES:

The Successful Bidder may be required to provide any or all of the following services, including additional service, if any, at their cost:

a. Performance or supervision of on-site assembly and/or start-up of the supplied Oracle solution;

b. Furnishing of a detailed operations, administration and maintenance manual for each appropriate unit of the supplied Oracle solution;

2.27. COPY RIGHT/LICENCE VIOLATION:

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

1.28 PRODUCT WITHDRAWAL

During the tenure of warranty and post-warranty OPS period, if the OEM withdraws the support for the Solution, the successful bidder should replace the product with an equivalent or better alternative product which is acceptable to the bank, or support the existing box with spares for the Seven year period from the date of installation, at no additional cost to the bank and without causing any performance degradation. If the successful bidder fails to provide the product as specified above the bank reserves the right to invoke the performance guarantee.

2.29. RESPONSIBILITY FOR FAULT FREE OPERATION:

The Successful Bidder (SB), following the execution of the Contract, will assume total responsibility for the fault free operation of the Oracle solution and maintenance during the comprehensive onsite warranty period. Successful bidder shall also provide necessary maintenance services for 7 years during the Support period (6 years OPS + 1 year SB), in the event of Bank choosing to enter into an OPS/Support contract with the SB.

The following conditions shall be applicable for ensuring trouble-free maintenance:
a) 99.9% uptime should always be maintained for resolving hardware problems at the locations for the Hardware for Oracle solution supplied. The percentage of uptime will be calculated based on the time to repair/rectify a fault from the time the complaint is made to the time it is rectified on a quarterly basis.

b) If the uptime is not maintained then a penalty of 1% of that affected hardware AMC/OPS value per point one percent decrease below uptime commitment subject to a maximum cap of 10% per quarter.

c) The amount of penalty will be recovered from the SB from payments due to them or by invoking Bank Guarantees provided for warranty/maintenance. If the penalty amount reaches the maximum, Bank will be at liberty to cancel the contract and invoke all the Bank Guarantees provided by the SB.

d) As part of preventive maintenance, during Oracle premium support for hardware and software all the purchases made under this tender will be serviced once in 12 months, after obtaining prior clearance from the Bank and records for having done the preventive maintenance has to be furnished to Infrastructure Division of the IT Department of the Bank while submitting the invoice for oracle premium support charges for hardware and software.

e) Spares should be available for all critical components of the product supplied at any point of time. Availability of spares for at least 7 years from the date of installation of Hardware for Oracle solution quoted should be ensured. Spares repair and replacement should be carried out within 8 hours from the time the call is logged.

f) The Bank will normally approach successful bidder, for any problem relating to the products supplied under this purchase order. The Bank however reserves its right to take up directly with the Original Equipment Manufacturer of products supplied under this purchase order and this condition shall be incorporated by successful bidder, in their contract/agreement with the Original Equipment Manufacturer. During emergencies/problem times, the Central office/Branch/Regional office will make a call/complaint only to the local service centre/service engineer and not to a Central Help desk/call centre for troubleshooting. This is applicable Oracle premium support for hardware and software.

2.30 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.
2.31. COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, successful bidder shall submit a confirmation as per format provided in Annexure XII of the RFP.

2.32. OTHER TERMS AND CONDITIONS

a. The Bank shall have the right to withhold any payment due to the SB, in case of delays or defaults on the part of the SB. Such withholding of payment shall not amount to a default on the part of the Bank.

b. SB shall hold 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 technical resources, employees, agents, contractors, subcontractors etc. However, the SB would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

c. SB shall be responsible for managing the activities of its personnel and will be accountable for both. SB shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.

d. SB shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by SB and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.

e. The indemnification is only a remedy for the Bank. The successful 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.

f. SB shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc if
any. SB shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP, to work in the specified area and they should not move around at other places of premises without any specific reason.

g. SB or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank’s premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.

h. SB and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.

i. SB shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.

j. It is well defined and understood that the labour or any employee or technical resources of the SB will have no right for claim of employment in the Bank.

k. No extra claim shall be entertained on account of all the redo of work on account of SB’s negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SB.

l. SB shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.

m. SB shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.

n. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
o. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SB has not quoted for the same.

2.33. RESOLUTION OF DISPUTES

In case of any disagreement or dispute between the Bank and the successful bidder, the dispute will be resolved in a manner as outlined hereunder.

The Bank and the Successful Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, the Bank and the Successful Bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

Any dispute or difference whatsoever arising between the parties and of or relating to construction, operation or effect of this contract or the validity or the breach thereof, shall be settled by Arbitration in accordance with the Rules of Arbitration of the “SCOPE” and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

2.34 NAMES AND CONTACT DETAILS OF IEMs FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure XIV and XV (Integrity Pact) duly signed by their authorized signatory along with the technical bid. Indian Overseas Bank have appointed the below two IEM’s for this purpose:

<table>
<thead>
<tr>
<th>Names</th>
<th>Address</th>
<th>Phone/Mobile No</th>
<th>Email ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prof S. Sadagopan</td>
<td>Director, IIT, Bangalore 26/C, Electronics City Hosur Road Bangalore-560100</td>
<td>080-26782560 / 09900177142</td>
<td><a href="mailto:s.sadagopan@gmail.com">s.sadagopan@gmail.com</a></td>
</tr>
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</table>
ANNEXURE-I (A)

HARDWARE REQUIREMENT FOR ORACLE SOLUTION (PHYSICAL)

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Hardware requirement with technical Specification</th>
<th>PDC</th>
<th>DRS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oracle Sparc T8-1 Servers – Technical Specification as detailed here under Annexure I (B)</td>
<td>2</td>
<td>2</td>
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<td>2.</td>
<td>Oracle Sparc S7-2 Servers – Technical Specification as detailed here under Annexure I (C)</td>
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<td>3.</td>
<td>Oracle Sparc S7-2 Servers – Technical Specification as detailed here under Annexure I (D)</td>
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<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Oracle Sparc T8-1 Servers UPGRADE – Technical Specification of upgrade requirement as detailed here under Annexure I (E)</td>
<td>2</td>
<td>1</td>
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</table>
## TECHNICAL SPECIFICATIONS

### ANNEXURE – I (B)

### MINIMUM HARDWARE SPECIFICATION – ORACLE T8-1

<table>
<thead>
<tr>
<th>SI No:</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model</td>
<td>To be mentioned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Form Factor</td>
<td>Rack Mountable</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Processor and Architecture</td>
<td>1 * Thirty Two Core 64-bit RISC processor with 5 GHz or Higher</td>
<td></td>
</tr>
</tbody>
</table>
| 3. | Processor Features | * Ability to accelerate analytics on online transaction processing (OLTP) databases and Java applications, enabling real-time insight on transactional data  
* Unique protection of application data from memory attacks or exploits of software vulnerabilities  
* End-to-end encryption of data with near-zero performance impact  
* Improved database performance with Oracle Numbers and database scan acceleration | |
| 4. | Cache Memory | * Level 1: 32 KB instruction and 16 KB data per core  
* Level 2: 256 KB L2 I$ per four cores, 128 KB L2 D$ per core  
* Level 3: 64 MB L3$ on chip | |
| 5. | Memory | 512 GB ECC DDR4 2400 MHz RAM or higher. System should support upto 1 TB RAM using 64 GB DIMMs | |
| 6. | VGA Controller | Integrated Onboard Graphics Controller | |
| 7. | HDD Controller | Integrated /Internal SAS-3 12 Gbps controller and should support both SAS, SSD NVMe Drives | |
| 8. | RAID Support | RAID 0, 1, 1+0 support | |
| 9. | Hard Disk Drive | 4 * 1.2 TB SAS 3 12GBPS 10k RPM drives to store both OS Instances and Binaries etc | |
| 10. | Network Card | 12 Nos of 1/10 GbE Ports spread across multiple Network Adapters | |
| 11. | Storage Connectivity | 8 * 16 Gbps FC Ports should be quoted across multiple HBA Cards | |
| 12. | Ports | Minimum 4 USB 2.0 Ports, 1 * RJ45 serial management port, 1 * console 100 Mb/1 Gb network port, VGA port | |
| 13. | RAS Features | * Hot-pluggable disk drives  
* Redundant, hot-swappable power supplies and fans  
* Environmental monitoring | |
14. **Security Features**

- Proposed Server should have features which provides real-time data integrity checking to guard against pointer-related software errors and malware. This is required to enable applications to identify erroneous or unauthorized memory access, diagnose the cause, and take appropriate recovery actions.
- Proposed Server should features or hardware to support End-to-end encryption of data with near-zero performance impact.

15. **System Management**

- Proposed Server should have system management tool (Enterprise or Top Edition) which should support below:
  - Lifecycle Management of Physical and Virtual Machines, Hypervisor/Virtualization Layer, Operating Systems, OS Clustering Mechanism etc,
  - Discovery and Topology Management
  - Virtual Datacenters and Server Pool Architectures
  - Fault Monitoring, Automatic Support Requests
  - Enhanced BIOS tooling & Firmware Automation at system and FRU level
  - Operating System Bare Metal Provisioning
  - Operating System Performance Monitoring
  - Patch Automation
  - Energy Awareness and Management

16. **Operating System**

- Should support Oracle SPARC Solaris Operating system (latest version) 64 bit Edition with unlimited user licenses.
  - Oracle Solaris 11.3 or later
  - Oracle Solaris 10 1/13 (Patches)

17. **OS Virtualisation**

- 1. Built-in, no-cost virtualization which should provide the flexibility and power of running multiple logical servers in a single server with independent operating system and/or independent operating system environments.
- 2. Server should support to create atleast 10 Virtual Machines (Each with its own independent OS instance) in each of these proposed servers

18. **Software Utilities**

- SUN STUDIO with C/C++ compilers, Java ES to be installed

19. **Certification**

- Proposed Virtualization Solution, Clustering Solution, Operating System should be certified to run Oracle Database 18c and above. Necessary documentation / certification should be submitted.
## 20. Storage Area Network Support

Server should be able to connect to any industry standard SAN / Unified Storage over SAN Protocols (FC)

## 21. Remote Management

Should be possible to manage the servers through Integrated Lights Out Manager and industry-standard protocols to provide secure and comprehensive local and remote management, including power management and monitoring, fault detection, and notification.

## 22. Warranty / Support

1. Proposed Server should be quoted with 6 Years Enterprise Grade / Premium Level support for quoted Hardware, OS and Software bundles. Also 7th year additional OEM/SB support charges to be quoted.
2. Bidder should provide support for entire proposed solution including hardware, operating system and clustering mechanism.
3. Bidder must back-align support for the entire proposed solution with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof
4. Spare repair / replacement within 8 hours of call log.

## 23. End of Life

All the products quoted should be of the latest generation and End of Life should not be announced for the products and components being quoted.

### ANNEXURE – I (C)

**MINIMUM HARDWARE SPECIFICATION – ORACLE S7-2**

<table>
<thead>
<tr>
<th>SI No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Make &amp; Model</td>
<td>To be mentioned</td>
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</tr>
<tr>
<td></td>
<td>Form Factor</td>
<td>Rack Mountable 1U</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Processor and Architecture</td>
<td>1 * Eight Core 64-bit RISC processor with 4.2 GHz or Higher</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Processor Features</td>
<td>Should have integrated features or hardware to support security and analytics acceleration through Software in Silicon technology.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cache Memory</td>
<td>Level 1: 16 KB instruction and 16 KB data per core</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 2: 256 KB L2 I$ per four cores, 256 KB L2 D$ per core pair</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 3: 16 MB L3$ on chip</td>
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<tr>
<td>4.</td>
<td>Memory</td>
<td>128 GB ECC DDR4 2400 MHz RAM or higher. Memory should be upgradeable up to 256 GB RAM.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>HDD Controller</td>
<td>Integrated /Internal SAS-3 12 Gbps controller and should support both SAS, SSD NVMe Drives</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>RAID Support</td>
<td>RAID controller card with RAID 0,1,1+0 support</td>
<td></td>
</tr>
</tbody>
</table>
8. **Hard Disk Drive** | 4 * 1.2 TB 10k RPM Hot pluggable SAS-3 12 Gbps Hard Disk Drives

9. **Network Card** | Should quote minimum of 8 * 1/10 Gbps Base-T Ethernet Ports

10. **Ports** | Minimum 2 USB 2.0 Ports, 1 * RJ45 serial management port, 1 * console 100 Mb/1 Gbps network port

11. **RAS Features** | * Hot-pluggable disk drives  
* Redundant, hot-swappable power supplies and fans  
* Environmental monitoring  
* Message retry, cache, and memory error correction  
* Fault Management Architecture including Predictive Self Healing

12. **System Management** | Proposed Server should have systems management tool (Enterprise or Top Edition) which should support below:  
* Lifecycle Management of Physical and Virtual Machines, Hypervisor/Virtualization Layer, Operating Systems, OS Clustering Mechanism etc,  
* Discovery and Topology Management  
* Virtual Datacenters and Server Pool Architectures  
* Fault Monitoring, Automatic Support Requests  
* Enhanced BIOS tooling & Firmware Automation at system and FRU level  
* Operating System Bare Metal Provisioning  
* Operating System Performance Monitoring  
* Patch Automation  
* Energy Awareness and Management

13. **Operating System** | Should support Oracle SPARC Solaris Operating system (latest version) 64 bit Edition with unlimited user licenses.  
* Oracle Solaris 11.3 or later  
* Oracle Solaris 10 1/13 (Patches)

14. **OS Virtualisation** | 1. Built-in, no-cost virtualization which should provide the flexibility and power of running multiple logical servers in a single server with independent operating system and/or independent operating system environments.  
2. Server should support to create atleast 5 Virtual Machines (Each with its own independent OS instance) in each of these proposed servers

15. **Software Utilities** | SUN STUDIO with C/C++ compilers, Java ES to be installed

16. **Certification** | Proposed Virtualization Solution, Operating System should be certified to run Oracle Database 18c and above. Necessary documentation / certification should be submitted.

17. **Remote Management** | Should be possible to manage the servers through Integrated Lights Out Manager and industry-standard protocols to provide
secure and comprehensive local and remote management, including power management and monitoring, fault detection, and notification

18. Warranty / Support

1. Proposed Server should be quoted with 6 Years Enterprise Grade / Premium Level support for quoted Hardware, OS and Software bundles. Also 7th year additional OEM/SB support charges to be quoted.
2. Bidder should provide support for entire proposed solution including hardware, operating system and clustering mechanism.
3. Bidder must back-align support for the entire proposed solution with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof
4. Spare repair / replacement within 8 hours of call log.

19. End of Life

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ANNEXURE – I (D)

MINIMUM HARDWARE SPECIFICATION – ORACLE S7-2

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<td>3.</td>
<td>Processor Features</td>
<td>Should have integrated features or hardware to support security and analytics acceleration through Software in Silicon technology.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Cache Memory</td>
<td>Level 1: 16 KB instruction and 16 KB data per core Level 2: 256 KB L2 I$ per four cores, 256 KB L2 D$ per core pair Level 3: 16 MB L3$ on chip</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Memory</td>
<td>256 GB ECC DDR4 2400 MHz RAM or higher. Memory should be upgradeable up to 512 GB RAM.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>HDD Controller</td>
<td>Integrated /Internal SAS-3 12 Gbps controller and should support both SAS, SSD NVMe Drives</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>RAID Support</td>
<td>RAID controller card with RAID 0,1,1+0 support</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Hard Disk Drive</td>
<td>2 * 1.2 TB 10k RPM Hot pluggable SAS-3 12 Gbps Hard Disk Drives</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Network Card</td>
<td>Should quote minimum of 4 * 1/10 Gbps Base-T Ethernet Ports</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Storage</td>
<td>4 * 16 Gbps FC Ports should be quoted acrosss multiple HBA Cards</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Connectivity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>11. Ports</strong></td>
<td>Minimum 2 USB 2.0 Ports, 1 * RJ45 serial management port, 1 * console 100 Mb/1 Gbps network port</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **12. RAS Features** | * Hot-pluggable disk drives  
* Redundant, hot-swappable power supplies and fans  
* Environmental monitoring  
* Message retry, cache, and memory error correction  
* Fault Management Architecture including Predictive Self Healing |
| **13. System Management** | Proposed Server should have systems management tool (Enterprise or Top Edition) which should support below:  
* Lifecycle Management of Physical and Virtual Machines, Hypervisor/Virtualization Layer, Operating Systems, OS Clustering Mechanism etc,  
* Discovery and Topology Management  
* Virtual Datacenters and Server Pool Architectures  
* Fault Monitoring, Automatic Support Requests  
* Enhanced BIOS tooling & Firmware Automation at system and FRU level  
* Operating System Bare Metal Provisioning  
* Operating System Performance Monitoring  
* Patch Automation  
* Energy Awareness and Management |
| **14. Operating System** | Should support Oracle SPARC Solaris Operating system (latest version) 64 bit Edition with unlimited user licenses.  
* Oracle Solaris 11.3 or later  
* Oracle Solaris 10 1/13 (Patches) |
| **15. OS Virtualisation** | 1. Built-in, no-cost virtualization which should provide the flexibility and power of running multiple logical servers in a single server with independent operating system and/or independent operating system environments.  
2. Server should support to create atleast 5 Virtual Machines (Each with its own independent OS instance) in each of these proposed servers |
| **16. Software Utilities** | SUN STUDIO with C/C++ compilers, Java ES to be installed |
| **17. Certification** | Proposed Virtualization Solution, Operating System should be certified to run Oracle Database 18c and above. Necessary documentation / certification should be submitted. |
| **18. Remote Management** | Should be possible to manage the servers through Integrated Lights Out Manager and industry-standard protocols to provide secure and comprehensive local and remote management, including power management and monitoring, fault detection, and notification |
19. **Warranty / Support**

- Proposed Server should be quoted with 6 Years Enterprise Grade / Premium Level support for quoted Hardware, OS and Software bundles. Also 7th year additional OEM/SB support charges to be quoted.
- Bidder should provide support for entire proposed solution including hardware, operating system and clustering mechanism.
- Bidder must back-align support for the entire proposed solution with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof
- Spare repair / replacement within 8 hours of call log.

20. **End of Life**

All the products quoted should be of the latest generation and End of Life should not be announced for the products and components being quoted.

**ANNEXURE – I (E)**

**UPGRADE TO EXISTING SPARC T8-1 SERVER (2 SETS IN DC AND 1 SET IN DR)**

<table>
<thead>
<tr>
<th>SI No:</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Memory Upgrade</td>
<td>128 GB DDR4 RAM Upgrade using 16 GB DIMMs has to be quoted per server. Required DIMM Slots has to be factored</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>Network Card Upgrade</td>
<td>1 * Quad Port 1/10 GbE Base-T Card has to be quoted per Server</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>FC HBA Card Upgrade</td>
<td>2 * Dual Port 16 Gbps Qlogic HBA Card along with Shortwave SR Optics has to be quoted per Server</td>
<td></td>
</tr>
</tbody>
</table>
OFFER COVERING LETTER

The Assistant General Manager,
Information Technology Department,
Indian Overseas Bank,
Central Office,
763, Anna Salai,
CHENNAI – 600 002.

Dear Sir,

Sub: Your RFP No. RFP/ITD/010/19-20 dated 14.11.19 FOR THE SUPPLY, INSTALLATION AND MAINTENANCE ORACLE HARDWARE

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said Solution as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft / Bank guarantee in lieu of EMD submitted towards RFP document fees and EMD Amount.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount in INR</th>
<th>DD / BC NUMBER</th>
<th>DATE OF THE DD</th>
<th>Name of issuing Bank &amp; Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Bid Document</td>
<td>10,000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMD/ Bank guarantee Amount</td>
<td>5,00,000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory
Place: ____________________________
Date: ____________________________

Name and Designation
Office Seal
ANNEXURE – II (B)

FORMAT FOR TECHNICAL BID

| 1) Name and Address of the Company |
| 2) Registered Address of the Company |
| 3) Year of Incorporation |
| 4) Local/Contact Address |
| Contact Person |
| a) Name: |
| b) Designation: |
| c) Phone: |
| d) Fax: |
| e) Cell No: |
| f) E-mail |
| 5) Make and Model of Servers |
| 6) Turnover & Net Profit of the Bidder (Rs. In Crores) | Turnover | Net Profit/loss (After Tax) |
| FINANCIAL YEAR | |
| 2016-2017 | |
| 2017-2018 | |
| 2018-2019 | |
| 7) Details of orders executed as mentioned in clause 1.3.v |

We attach herewith the proof of documents as required in support of terms stipulated in clause 1.3 of the RFP No. RFP No. RFP/ITD/010/19-20 dated 14.11.19. We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.12 of the RFP No. RFP No. RFP/ITD/010/19-20 dated 14.11.19. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/ITD/010/19-20 dated 14.11.19.

Authorized Signatory                 Name and Designation                               Office Seal

Place:                               
Date:
ANNEXURE – III

FORMAT FOR COMMERCIAL BID

1. Name of Bidder : 
2. Address of Corporate Office : 

TABLE I - COST OF ORACLE SOLUTION:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Unit Price ( Rs)</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oracle Sparc T8-1 Servers – Technical Specification as detailed here under Annexure I (B)</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Oracle Sparc S7-2 Servers – Technical Specification as detailed here under Annexure I (C)</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Oracle Sparc S7-2 Servers – Technical Specification as detailed here under Annexure I (D)</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Oracle Sparc T8-1 Servers UPGRADE – Technical Specification of upgrade requirement as detailed here under Annexure I (E)</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>One time Installation and Commissioning Charges for entire solution for all the locations</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Total Cost of the Hardware</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE II – ORACLE PREMIUM SUPPORT CHARGES – T8-1 SERVER (HARDWARE AND SOFTWARE) ANNEXURE I (B):

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oracle premium support charges for T8-1 SERVER for 1st year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Oracle premium support charges for T8-1 SERVER for 2nd year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Oracle premium support charges for T8-1 SERVER for 3rd year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Oracle premium support charges for T8-1 SERVER for 4th year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Oracle premium support charges for T8-1 SERVER for 5th year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Oracle premium support charges for T8-1 SERVER for 6th year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Oracle premium support/ SB Support charges for T8-1 SERVER for 7th year</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Total OPS charges</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TABLE III – ORACLE PREMIUM SUPPORT CHARGES – ORACLE S7-2 SERVER (HARDWARE AND SOFTWARE) ANNEXURE I (C) AND I (D):

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oracle premium support charges for S7-2 SERVER for 1st year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Oracle premium support charges for S7-2 SERVER for 2nd year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Oracle premium support charges for S7-2 SERVER for 3rd year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Oracle premium support charges for S7-2 SERVER for 4th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Oracle premium support charges for S7-2 SERVER for 5th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Oracle premium support charges for S7-2 SERVER for 6th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Oracle premium support/ SB Support charges for S7-2 SERVER for 7th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Total OPS charges</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE IV – ORACLE PREMIUM SUPPORT CHARGES – UPGRADE PARTS ANNEXURE I (E):

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oracle premium support charges for Upgraded Parts for 1st year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Oracle premium support charges for Upgraded Parts for 2nd year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Oracle premium support charges for Upgraded Parts for 3rd year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Oracle premium support charges for Upgraded Parts for 4th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Oracle premium support charges for Upgraded Parts for 5th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Oracle premium support/ SB Support charges for Upgraded Parts for 6th year</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Total OPS charges</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE V – TOTAL COST OF OWNERSHIP (TCO):

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>TABLE</th>
<th>Total Price(Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL COST OF HARDWARE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Total amount under Serial No. 6</td>
<td>TABLE I</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total amount under Serial No. 8</td>
<td>TABLE II</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Total amount under Serial No. 8</td>
<td>TABLE III</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Total amount under Serial No. 7</td>
<td>TABLE IV</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE:
1. L1 will be determined based on the total cost of ownership (TCO) quoted by any of the technically short-listed bidder through reverse auction, whose commercial bid is opened, under Table V Serial No. E (Grand Total).

2. Entering into AMC/OPS with the successful bidder shall be strictly as per terms and conditions defined in Clause 1.7 of this RFP.

We certify that the Oracle solution quoted above meets the Technical Specifications as per Annexure – I(B) to I(D) of the RFP No. RFP/ITD/010/19-20 dated 14.11.19 and prices quoted are all in compliance with the terms indicated in clause 1.11 of the RFP No. RFP/ITD/010/19-20 dated 14.11.19. We also confirm that we agree to all the terms and conditions mentioned in RFP No. RFP/ITD/010/19-20 dated 14.11.19.

Authorised Signatory

Name and Designation

Office Seal

Place:

Date:
ANNEXURE IV

LETTER OF AUTHORISATION / CERTIFICATION (MAF) FROM ORIGINAL EQUIPMENT MANUFACTURER (OEM)

We OEM of the Hardware/Solution hereby authorize M/s. _____________________ (name of the Company with address) to quote prices for the following Server hardware etc invited vide its RFP No. __________________________.

(Tick whichever is appropriate and strike out others)

Make and Model:

WE (Name of the OEM) also confirm the following:

a) Technical specification of the hardware / equipment quoted by the bidder meets the specifications stipulated in the above-cited RFP.

b) In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to the Bank at the same terms and conditions of the RFP directly or through other partners / authorized resellers equivalent to the bidder.

c) The hardware / equipments for which the bid is submitted are for latest / running models and are not marked to be withdrawn during the next 36 months from the date of delivery of the hardware / equipment.

d) Spares for the hardware / equipment quoted by the bidder will be available for at least 6 years from the date of delivery of the hardware / equipment.

e) Delivery schedule stipulated in the RFP will be strictly adhered to.

Authorized Signatory Name and Designation Office Seal
Place: Date:
ANNEXURE - V

CERTIFICATE FROM CLIENT

We hereby certify that M/s. _____________ was awarded contract for the supply of Oracle Solution vide our Purchase Order Reference No. _______ dated______ (copy of PO enclosed) with reference to our RFP Reference No. _____________ dated _______.

We also certify that M/s. _____________ has executed the contract so awarded to them complete in all respects as per terms and conditions of the above referred Purchase Order / RFP. The details of project execution under the above purchase order / RFP is as under

<table>
<thead>
<tr>
<th>Year in which Oracle Solution supplied.</th>
<th>Details of hardware supplied and installed. (List out of the make and model of hardware supplied)</th>
<th>Name and details of contact person of the organisation for reference.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory
Place:
Date:

Name and Designation

Office Seal
## ANNEXURE VI

### DETAILS OF SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER

<table>
<thead>
<tr>
<th>S No:</th>
<th>Location Details</th>
<th>Contact details with names, address, contact Number, e-mail ID etc.</th>
<th>Specify whether direct service centers or exclusive franchisee service centers</th>
<th>Number of Service Engineers attached</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CHENNAI</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HYDERABAD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We hereby certify that the details of direct service centers or authorized service centers mentioned above are of our own.

Authorized Signatory  
Place:  
Date:  

Name and Designation  
Office Seal
ANNEXURE – VII

LETTER OF UNDERTAKING

The Assistant General Manager
Information Technology Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP/ITD/010/19-20 dated 14.11.19 its Annexure’s, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.

2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.

3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at__________ this ______________ day of __________________2019.

Yours faithfully,

For __________________
Signature: _______________
Name: __________________

Authorized Signatory Name and Designation Office Seal
Place:
Date:
ANNEXURE - VIII

SELF DECLARATION – BLACKLISTING

The Assistant General Manager
Information Technology Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002

Dear Sir,

We hereby certify that, we have not been blacklisted in any Central Government / PSU / Banking / Insurance company in India as on date of the RFP.

Authorized Signatory Name and Designation Office Seal
Place: Date:

ANNEXURE IX

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To ......................................................
..........................................................
..........................................................

WHEREAS ______________________ (Name of Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated ______________________ (Date) for the execution of (Name of Contract) ____________________ (hereinafter called “the Tender”) in favour of ______________________ (name of the Employer); KNOW ALL MEN by these presents that we, ______________ (name of the issuing Bank), a body corporate constituted under the ______________________ having its Head Office at __________________amongst others a branch/office at ______________ (hereinafter called “the Bank” are bound unto the employer for the sum of Rs_______________ (Rupees ________________________only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

(a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

(b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;

(i) fails or refuses to execute the Agreement, if required; or

(ii) fails or refuses to furnish the Delivery/Performance security, in accordance with Clause ___________ of conditions of Contract.

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

Notwithstanding anything to the contrary contained herein:

i) Our liability under this Bank guarantee shall not exceed Rs___________ (Rupees ________________________ only) and

ii) This Bank guarantee shall be valid upto and till ............; and being the date of expiry of the guarantee and

iii) We are liable to pay upto the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and our liability
under this bank guarantee shall be extinguished and our liability under the bank guarantee shall stand discharged unless such written claim or demand is received by us from you on or before _____ ** ____ being the date of expiry of the claim period.

Dated ___________________________ day of ______________________________ 2019.

SIGNED AND DELIVERED BY

the within named Guarantor,

__________________________

by the hand of Shri. ________________________,

its authorised official.

(* ) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of twelve months from the date of expiry of the guarantee.

Hence the date should be twelve months from the date of expiry of guarantee.
ANNEXURE – X

PROFORMA OF BANK GUARANTEE (DELIVERY)

THIS GUARANTEE AGREEMENT executed at _________________ this _________________ day of __________ Two Thousand Nineteen

BY:
__________________________ Bank, (*), a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970 having its Registered Office / Head Office at ___________________________ ___________________, and a Branch Office at ___________________________ ___________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:
Indian Overseas Bank, a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings Act, 1970, having its Central Office at 763 Anna Salai, Chennai 600 002 (hereinafter referred to as “the Bank”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

ON BEHALF OF:
M/s. ___________________________ , a company within the meaning of the Companies Act, 1956 (I of 1956) and having its Registered Office at ___________________________ (hereinafter referred to as “the Vendor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

1. WHEREAS the Bank on _________________, has entered into a contract with the vendor for supply, installation and operationalization of ORACLE Solution of the bank.
2. AND WHEREAS pursuant to the Bid Documents, Purchase Order dated _________________ and other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s. ___________________________ the said ORACLE solution, more particularly described in the said
documents, and the vendor has agreed to supply the said ORACLE solution to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.

3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.

4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said ORACLE solution within a maximum period as mentioned in the said document, from the date of acceptance of the purchase order and to provide an unconditional irrevocable performance Bank Guarantee in favour of the Bank from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.

5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. ________________ (Rupees ________________ only), being 20% of the contract value excluding AMC, OPS charges, towards faithful observance and performance by the vendor of the terms of the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

a) The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, the sum of Rs. ________________ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, not withstanding any difference or any dispute between the Bank and
the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

b) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

c) The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the ORACLE solution, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

d) To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

e) The liability of the Guarantor, under this Guarantee, shall not be affected by
   i) Any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
   ii) Any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
   iii) Acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any lay; or
   iv) Any change in the constitution of the Bank / vendor; or
   v) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
   vi) The absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained herein:
   i) Our liability under this Bank guarantee shall not exceed Rs__________ (Rupees __________________ only) and
   
   ii) This Bank guarantee shall be valid upto and till ..........; and being the date of expiry of the guarantee and
   
   i) We are liable to pay upto the guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the guarantee period and our liability under this bank guarantee shall be extinguished and our liability under the bank guarantee shall stand discharged unless such written claim or demand is received by us from you on or before______**______being the date of expiry of the claim period.

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,
______________________,
by the hand of Shri.__________________________,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.
(**) There shall be a claim period of twelve months from the date of expiry of the guarantee. Hence the date should be twelve months from the date of expiry of guarantee.
ANNEXURE – XI

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at ______________ this ___ day of ___________ Two Thousand Nineteen

BY:
______________________ Bank, (*) a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970, having its Registered Office/ Head Office at ____________, and a Branch Office at ________________________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:
Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as “Bank”, which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS the Bank, on ________________ has concluded a Contract with ________________, a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at ________________________________ for supply, installation and maintenance of Oracle Solution of the bank.

2. AND WHEREAS pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as “the said documents”), the Bank has agreed to purchase from M/s _______________________________ who has agreed to provide to the Bank _________________the said Oracle Solution, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
3. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. …………………….. on ………. (Hereinafter referred to as “the Vendor” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

4. **AND WHEREAS** in terms of the Contract stated in the said documents, the vendor has agreed to warrant comprehensive maintenance of the entire Oracle solution including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. __________ (Rupees _________ __________________ only) being 10% of the net order value excluding AMC, OPS charges towards faithful observance and performance by the Vendor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

   f) The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs ......(the amount equal to 10% of the net order value or any part thereof, as the case may be), as aforesaid due to the Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in providing comprehensive maintenance as per the warranty and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the
Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

g) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

h) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract in providing comprehensive maintenance as per the warranty and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

i) To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank

j) The liability of the Guarantor, under this Guarantee shall not be affected by

   i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other company, corporation or concern; or

   ii) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or

   iii) acquisition or nationalisation of the Vendor and/or of any of its undertaking(s) pursuant to any law; or

   iv) any change in the constitution of the Bank / Vendor; or

   v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
vi) the absence or deficiency of powers on the part of the Guarantor to give
Guarantees and/or Indemnities or any irregularity in the exercise of such
powers.

6. Notwithstanding anything contained herein:
   i) Our liability under this Bank guarantee shall not exceed Rs__________ (Rupees
       ____________________ only) and

   ii) This Bank guarantee shall be valid upto and till ...........; and being the date of expiry
       of the guarantee and

   ii) We are liable to pay upto the guaranteed amount only and only if we receive
       from you a written claim or demand within the claim period not later than 12
       months from the said expiry date relating to default that happened during the
       guarantee period and our liability under this bank guarantee shall be extinguished
       and our liability under the bank guarantee shall stand discharged unless such
       written claim or demand is received by us from you on or before______ **____ being
       the date of expiry of the claim period.

7. For all purposes connected with this Guarantee and in respect of all disputes and
differences under or in respect of these presents or arising there from the courts of
Chennai city where the Bank has its Central Office shall alone have jurisdiction to the
exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day,
month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,
______________________,
by the hand of Shri._____________________,
its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the
guarantee.
(**) There shall be a claim period of twelve months from the date of expiry of the guarantee.
Hence the date should be twelve months from the date of expiry of guarantee.
ANNEXURE XII

(SELF DECLARATION: GOVT MINIMUM WAGES)

The Assistant General Manager,
Information Technology Department,
Indian Overseas Bank,
Central Office,
763, Anna Salai,
Chennai – 600 002

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:
Ref: Your Purchase Order No ________________________ dated___________

We refer to your purchase order no. ________________ Dated ____________/ Service Level Agreement awarding contract for ________________________.

In this regard we confirm that the employees engaged by our Company to carryout the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

Authorized Signatory Name and Designation Office Seal
Place: Date:

ANNEXURE XIII

FORMAT FOR NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the…..day of………2019 between Indian Overseas Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the “BANK” which term shall wherever the context so require includes its successors and assigns

AND

……………………a company incorporated under the Companies Act 1956 with its registered office at ……. and its local office at …….. called the “COMPANY” which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity needs to implement ORACLE Solution.

The Bank has short-listed the Company after completion of tendering process for procurement of the service, i.e. to implement Oracle solution, in its office. The details of such activities are as per Purchase Order issued by the Bank, duly accepted by the Company.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records of Bank or Bank’s customer. The Company may
use the information solely for and in connection with the purpose the information was conveyed.

2. Use of Confidential Information.

i. Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

ii. The Company shall not commercially use or disclose for commercial purpose any confidential information or any materials derived therefrom, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

iii. The Company shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Exemptions

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

i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality

ii. Is or becomes publicly known through no unauthorized act of the receiving party

iii. Is rightfully received from a third party without restriction and without breach of this agreement

iv. Is independently developed by the Receiving party without use of the other party’s Confidential information and is so documented

v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information

vi. Is approved for release by written authorization of the disclosing party; or

vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided,
however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. **Term**

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the Company respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. **Title and Proprietary rights**

Notwithstanding the disclosure of any confidential information by the Company, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

6. **Return of confidential information:**

Upon written demand of the Bank, the firm shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Company may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. **Remedies:**
The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. **Entire Agreement:**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. **Indemnity:**

The Company agrees to keep confidential all information concerning the Bank that could be considered as “Confidential Information”.

The Company agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Company would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Company. The firm agrees that the amount of compensation as decided by the Bank will be final.

The Company agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. **Severability:**

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

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

12. Jurisdiction

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

13. Governing laws

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

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

BANK
(Authorized Signatory)

COMPANY
(Authorized Signatory)
ANNEXURE XIV

Ref:
Dated:

To,
Indian Overseas Bank

Sub: Submission of Offer for Tender ref: RFP/ITD/010/19-20 dated 14.11.19 for SUPPLY, INSTALL AND MAINTENANCE ORACLE SOLUTION

Dear Sir

The Bidder acknowledges that Indian Overseas Bank stands committed to following the principles of transparency, equity and competitiveness in public procurement as enumerated in the integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which the Bidder will stand disqualified from the tendering process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Indian Overseas Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Buyer does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of the Bidder’s failure to sign and accept the Integrity Agreement, while submitting the Bid, Indian Overseas bank shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,
(Duly Authorized Signatory of the Bidder)
ANNEXURE XV

PRE CONTRACT INTEGRITY PACT

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _______ (month) 2019, between, on one hand, Indian Overseas Bank acting through Shri ______________, Designation of the ‘officer of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s __________________, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. , Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment / Item / Services) and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Item / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter end the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: __________ ) hereinafter referred to as “Tender / LTE” and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (leM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any
influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

**Article 1: Commitments of the BUYER**

1.1 The BUYER undertakes that no official/ employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERs. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

**Article 2: Commitments of BIDDERs**
2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s) / employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / Integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors**

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

**Article 4: Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.
4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER’s absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

**Article 5: Criminal Liability**

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

**Article 6: Earnest Money (Security Deposit)**

6.1 While submitting commercial bid, the BIDDER shall deposit an amount ..................... (to be specified in NIT / LTE) as Earnest Money/security deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of .................................
(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
(iii) Any other mode or through any other instrument [to be specified in the LTE].

6.2 The Earnest Money/Security Deposit shall be valid upto the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or upto the warranty period, whichever is later.

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required:
   i. To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
   ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
   iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
   iv. To encash the advance bank guarantee and performance guarantee/bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
   v. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
   vi. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
   vii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to securing the contract.
   viii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Independent External Monitors

8.1 The BUYER has appointed Independent’’ External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,
1. Prof. S. Sadagopan,
   Director, IIIT, Bangalore,
   26/C, Electronics City,
   Hosur Road,
   Bangalore 560100
   Email: s.sadagopan@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER 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.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER 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.
8.10 The word 'Monitor' would include both singular and plural.

**Article 9: Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Article 10: Law and Place of Jurisdiction**

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

**Article 11: Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

**Article 12: Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

**Article 13: Code of Conduct**

Bidders are also advised to have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

**Article 14: Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**Article 15: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall
be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

**Article 16: Other Provisions**

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

16.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

16.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

16.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact at .........................on ......................

BUYER
Name of the Officer
Designation
Indian Overseas Bank

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.

Witness
1.
2.