INDIAN OVERSEAS BANK

REQUEST FOR PROPOSAL

FOR SUPPLY, INSTALLATION, MAINTENANCE OF SERVER HARDWARE & SOFTWARE

RFP Reference Number: RFP/ITD/015/17-18 dated 28.02.2018

Information Technology Department Central Office
Indian Overseas Bank
763, AnnaSalai, Annexe Building
Chennai 600 002
INTRODUCTION:

Indian Overseas Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from well-reputed vendors for the supply, installation and maintenance of Server Hardware & Software (hereinafter referred to as “Solution”) as per the Scope of Work defined in Annexure I. The details of the requirement are mentioned in clause 1.4 to this RFP and the technical specifications are mentioned in Annexure I (A) to Annexure I (G).

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Overseas Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (www.iobtenders.auctiontiger.net) and it will become part of RFP. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

Detailed Scope of Work provided in Annexure I of the RFP.

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 bidder.

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

PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 SCHEDULE OF BIDDING PROCESS:

<table>
<thead>
<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/015/17-18</td>
</tr>
<tr>
<td>2.</td>
<td>Date of Issue of RFP</td>
<td>28.02.2018</td>
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</table>
3. Last date for receipt of queries, if any. 07.02.2018 via email (midhwd@iobnet.co.in)

4. Bid Submission Mode. Through e-tendering portal

5. Last Date and Time for submission of bids along with supporting documents. 21.03.2018 on or before 1700 hours.

6. Last date, time and place for submission of Original Demand Draft for Cost of document, BG in lieu of Earnest Money Deposit and Integrity Pact on Rs. 100 stamp paper. 22.03.2018 on or before 1500 hours at the Bank’s Information Technology Department, Central Office, Chennai. (Should be submitted to the contact officials in person).

7. Date, time and venue for opening the technical bid. 22.03.2018 at 1530 hours at the Bank’s Information Technology Department, Chennai.

8. Date and Time of opening the commercial bids. Will be intimated to technically short-listed bidders.

9. Name of contact officials for DD submission as stated in serial No.6 N Sekar – Chief Manager Tel : 044-28519458 Vishesh Singh- Asst. Manager-IT Tel : 044-28519471

10. Address for Communication / Submission of Bids The Assistant General Manager, Information Technology Dept, Indian Overseas Bank, Central Office, 763, Anna Salai, Chennai – 600002

11. Contact officials for any tender/ general clarification. Mr. N Sekar- Chief Manager Telephone – 91+44+28519458 Mr Vinish Singh-Assistant Manager-IT Telephone – 91+44+28519471

12. Contact officials for any technical clarification. Mr. Palanivel S- Senior Manager Telephone – 91+44+28519456

13. Contact e-mail ID midhwd@iobnet.co.in

14. Contact Details of the e-tendering service provider Manan Jani: 079-40270502 Shivam Shewaramani: 079-40016824 Shivam@auctiontiger.net

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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Amount in Indian Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Bid document (Refer clause 2.3 of the RFP)</td>
<td>Rs. 20,000</td>
</tr>
<tr>
<td>2.</td>
<td>EMD (Refer clause 2.3 of the RFP)</td>
<td>Rs.20,00,000</td>
</tr>
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</table>

Bidders who are registered with National Small Industries Corporation (NSIC) 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:

1. 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 in a related field as on date of RFP. The Certificate of Incorporation issued by the Registrar of Companies to be submitted along with technical bid. (Documentary proof should be attached).

2. The bidder has registered an average turnover of Rs. 100 Crores (Rupees One Hundred Crore) (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts. Annual reports of 2014-15, 2015-16 and 2016-17 should be attached. Bidders who are yet to publish their audited document for the year 2016-17, must submit the provisional/CA certified results for the FY 2016-17. (Documentary proof should be attached).

3. The bidder has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 month will not be acceptable) in the immediate preceding 3 financial years as per audited accounts. Annual reports of 2014-15, 2015-16 and 2016-17 should be attached. Bidders who are yet to publish their audited document for the year 2016-17, must submit the provisional/CA certified results for the FY 2016-17. (Documentary proof should be attached).

4. The bidder should be premium partner/ authorized reseller of the OEM’s in India. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank. Bidder, be it OEM or premium partner / authorized reseller, to submit a letter of authorization / Manufacturer Authorization Form (MAF) as per format provided in Annexure IV of this RFP from all the OEMs.

5. The solution proposed by the bidder should be of the latest model/version wherever specific mention of the models/versions is not made in this RFP.

6. Bidder should have supplied & implemented an equivalent solution (equivalent solution shall refer to the items mentioned in clause 1.4 of this RFP) in any SCB/Government/PSU/Insurance Company/Corporates in India in the last 3 years. The solution should be in use as on the date of the RFP. Latest letter of Satisfactory Deployment/Purchase Order/Letter of confirmation from the organisation should be provided. Documents submitted in this regard should necessarily capture the details as mentioned in Annexure V.

7. The bidder must have presence with direct service centers Chennai and Hyderabad. These locations should be staffed with support personnel with experience in service
support of solution proposed to be procured under this bid. Bidder to submit the service center details (Address/Phone Number/Name of Contact/Number of attached engineers) along with the technical bid. (Documentary proof should be attached).

8. The bidder should submit a letter of undertaking stating to agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexes, addendum and corrigendum. Bidder to submit the letter as per format provided in Annexure VI of the RFP along with the technical bid (Documentary proof should be attached).

9. The bidder should not have been blacklisted in related field / area 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).

1.4 BRIEF REQUIREMENT: Bank’s requirement is detailed as under:

Table I: Hardware

<table>
<thead>
<tr>
<th>S. No</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Application Servers (Technical Specifications as per Annexure I-A)</td>
<td>3 (2 for DC, 1 for DR)</td>
</tr>
<tr>
<td>2.</td>
<td>Oracle S7-2 Servers (Technical Specifications as per Annexure I-B)</td>
<td>3 (2 for DC, 1 for DR)</td>
</tr>
<tr>
<td>3.</td>
<td>San Storage (Technical Specifications as per Annexure I-C)</td>
<td>2 (1 for DC, 1 for DR)</td>
</tr>
<tr>
<td>4.</td>
<td>San Switches (Technical Specifications as per Annexure I-D)</td>
<td>4 (2 for DC, 2 for DR)</td>
</tr>
<tr>
<td>5.</td>
<td>Server Farm Switch (Technical Specifications as per Annexure I-E)</td>
<td>2 (1 for DC, 1 for DR)</td>
</tr>
<tr>
<td>6.</td>
<td>Tape Library (Technical Specifications as per Annexure I-F)</td>
<td>1 (DC)</td>
</tr>
<tr>
<td>7.</td>
<td>Racks -42 U (Technical Specifications as per Annexure I – G)</td>
<td>2 (1 for DC, 1 for DR)</td>
</tr>
</tbody>
</table>

**TABLE II: SOFTWARE/APPLICATIONS**

<table>
<thead>
<tr>
<th>S. No</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>VMware VSphere Enterprise Plus Edition (ESX 6.5) License</td>
<td>6 CPU License</td>
</tr>
<tr>
<td>2.</td>
<td>VMware VCenter Standard Edition License</td>
<td>1 Standard Edition License</td>
</tr>
<tr>
<td>3.</td>
<td>RHEL 7.3 (Redhat Enterprise Linux)</td>
<td>3 Premium</td>
</tr>
</tbody>
</table>
Vendor shall supply and implement the above solution as per the architecture details mentioned in Annexure I of this RFP. Costs quoted by the vendor shall be all inclusive of supply, installation and maintenance of the said solution and no extra costs shall be borne by the Bank.

1.5 DELIVERY & INSTALLATION OF SOLUTION:

1. The Solution should be delivered to Primary Data Center, Chennai and DR site at Hyderabad locations within 4 (Four) weeks from the date of acceptance of the Purchase Order. The address of location for delivery of the solution will be advised along with Purchase Order.

2. Delivery for the above purpose is deemed to be complete only when all the items specified in the Purchase Order are completely delivered and date of delivery is the date on which the last item is delivered. If this delivery schedule is not maintained, a penalty of One percent (1%) of value of the undelivered portion, for each week or part thereof of the delay subject to a maximum penalty not exceeding Ten percent (10%) of the value of undelivered portion will be levied from the expiry of due date i.e. from 4 weeks (of acceptance of Purchase Order).

3. If, at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the 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.

4. Failure of the successful bidder to comply with the above delivery schedule, as stipulated in clause 1.5.1 or extended period as per clause 1.5.3, shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank
guarantee (delivery & installation). 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.

5. Successful bidder to complete installation and operationalisation of the Solution as per scope of work detailed in Annexure I within two (2) weeks from the date of actual delivery of the last component of the solution as detailed in clause 1.4 or the due date of delivery whichever is later. Failing which, a penalty at the rate of one percent (1%) of the Order Value, 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 and operationalization. The Bank shall issue signoff to the successful bidder on completion of operationalization.

6. If installation schedule is not maintained even after 12 weeks from the date of acceptance of purchase order, 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 COMPREHENSIVE ONSITE WARRANTY

The Successful Bidder shall warrant that the hardware for the solution as stipulated in the clause 1.4 of the RFP supplied is new, unused, of the most recent or current models, complied with the configurations as per technical specification Annexure I-B, C, D, E, F, G and they incorporate all recent improvements in design and materials. The bidder shall warrant that all hardware 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. Warranty includes serial cables, free spare parts, kits etc and other responsibilities as defined in Annexure I (Scope) and excludes the consumable items. The onsite warranty period/Support Period shall be as follows:

1. For all Hardware items excluding Oracle Hardware, 3 years from the date of installation or 37 months from the date of delivery whichever is earlier.

2. For Oracle S7-2 servers, Oracle premium support for hardware and software for a period of 7 years from the date of installation or 85 months from the date of delivery of hardware whichever is earlier subjected to the yearly renewal of the same.

3. For VMware Solutions, one year from the date of installation or 13 months from the date of delivery, whichever is earlier.

4. For RedHat Solutions, comprehensive on-site warranty / premium support for a period of 7 years from the date of installation or 85 months from the date of delivery whichever is earlier subjected to the yearly renewal from 2nd year to 7th year.
In case the delay in installation is due to the vendor then the comprehensive on-site warranty / Oracle premium support for hardware and software starts from the date of installation.

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

The word ‘warranty’ in this document refers to ‘comprehensive onsite warranty’ with OEM Back to Back Support.

1.7 ANNUAL MAINTENANCE CONTRACT (AMC)

1. The bidders shall quote OPS charges for Oracle hardware for a period of 7 years in the commercial bid (Annexure III).

2. The bidders shall quote AMC Charges for the Hardware other than Oracle (with Back to Back OEM support) for a period of 4 years after the initial comprehensive onsite warranty period of 3 year in commercial bid.

3. AMC rates to be quoted for the post warranty period should be a minimum of 8% of the cost of the hardware and for a support similar to the one extended during warranty period.

4. Bank reserves its right to decide whether or not to enter into AMC with the successful bidder, for the post warranty period.

5. The successful bidder shall ensure that the type of support / maintenance services extended during the AMC period, is similar to the one extended during warranty period of 3 years.

6. AMC rates quoted will be reckoned for L1 determination.

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

1.8 ANNUAL TECHNICAL CHARGES (ATS)

1. The bidders shall quote ATS charges for VMware Solutions for a period of 6 years after the initial Support Period of 1 year with OEM back to Back support.

2. The bidders shall quote ATS charges for RedHat Solutions for a period of 6 years as per the schedule mentioned in clause 1.6 of this RFP with OEM back to Back support.
3. ATS rates to be quoted for the post warranty period should be a minimum of 8% of the cost of the Software. ATS rates to be quoted for the post warranty period/support period should be for a support similar to the one extended during warranty period.

4. The successful bidder shall ensure that the type of support / maintenance services extended during the ATS period is similar to the one extended during warranty period.

1.9 CONTACT DETAILS:

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.

1.10 BANK GUARANTEE:

1. Within 15 (Fifteen) days (exclusive of holidays) of the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a bank guarantee (for delivery & installation) for a period of 6 months with a claim period of 12 months for an amount equivalent to 20% of the Order Value, in the format as per Annexure IX.

2. 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.

3. 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 period of 36 months for an amount equal to 10% of the Order Value covering the period of comprehensive on-site warranty (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 warranty expiry date of the Oracle solution supplied.

4. 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 12 months (year on year) for an amount equal to 10% of the Order Value with a claim period of 12 months from the expiry of guarantee.

5. 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.

6. Bank reserve its right to invoke the Bank Guarantee (for delay in delivery or non-delivery/ performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee:
a) Delay / non-delivery beyond stipulated delivery schedule as per clause 1.4 of the RFP.

b) Non Performance of the SLA terms and conditions stated in clause 2.29 and Annexure I of this RFP.

c) Non-submission of guarantee (for performance) as stipulated vide clause 1.10.3 of the RFP.

1.11 PAYMENT TERMS

1. **80%** of the Cost of Hardware Component of the Solution (Table I of Annexure III) shall be made on delivery of the Hardware stipulated in the RFP. Payment shall be made on the following terms:

   i) Submission of proof of document such as delivery chalan duly countersigned by Bank official and Tax Invoice.

   ii) Submission of Service Level Agreement and Non-Disclosure Agreement.

Penalty if any shall be deducted from the amount payable as per clause 1.5 of this RFP. Payment shall be released within 30 working days from the date of submission of required documents in full.

2. **20%** of the Cost of Hardware Component of the Solution (Table I of Annexure III) shall be made on the following terms:

   i) After successful installation, configuration and operationalization of the Solution as per Bank’s requirement stated in Annexure I-Scope of of Work on submission of signoff.

   ii) Submission of Warranty certificate for all the components of the solution

   iii) Submission of Bank Guarantee (Performance)

   iv) Submission of OEM Backlining Certificate

   v) Submission of certificates security, qualification and experience of resident engineer.

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

4. However, if for any reason, the installation and commissioning is delayed due to Bank and the delay is more than 15 days then **20%** of the Cost of Hardware Component of shall be paid on submission of Site Not Ready (SNR) certificate duly signed by bank officials from the respective branch / Regional Office / central office / other office locations and on submission of Bank Gurantee for 20% of the order value for a period of 3 months with a claim period of twelve month.
5. 100% Cost of all licenses (VMware Vsphere/vCenter, RHEL 7.3 & RedHat Jboss EAP) (Table II of Annexure III) shall be paid on delivery of software licenses. Payment shall be released on submission of invoices, paper licenses/eLicenses and OEM backlining proof.

6. 100% Cost of One Time Implementation (Table III Annexure III) shall be made one month after complete installation and operationalization of the solution as per the requirement of the Bank as detailed in Annexure I-Scope of Work of this RFP.

7. AMC charges for the Cost of Hardware Component (Table V,VI,VII, VIII & IX) of the Solution for the period as stated in clause 1.6 of this RFP shall be paid on half yearly basis in advance after deducting applicable penalty if any, submission of performance Bank Guarantee and on submission of OEM backlining proof.

8. Oracle Premium Support charges (Table X of Annexure III) 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 backlining certificate and also on submission of performance Bank Guarantee.

9. ATS charges for VMware Solution (Table XI & Table XII) for the period starting from Second year (2nd) 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 and also on submission of performance Bank Guarantee.

10. ATS charges for RedHat Solution (Table XIII & Table XIV) for the period starting from Second year (2nd) 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 and also on submission of performance Bank Guarantee.

11. Payment for onsite resident support engineer (Scope as defined in Annexure I-A) will be released quarterly in arrears from the date of successful implementation or date of deployment of onsite support whichever is later, on submission of user department confirmation letter. Penalty of any as per clause 2.29 will be deducted.

12. All the above payments shall be released by the Information Technology Department, Central Office.

1.12 PRICES AND TAXES

1. Prices should be quoted item-wise as per Commercial Bid in Annexure 'III'.

2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.

3. 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.

4. The quoted price should be for the solution as per technical specification as provided in this RFP.

5. Applicable charges like TDS and NEFT, if any will be deducted from the amount payable.

6. 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.

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

8. 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.

9. The prices for the 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.

10. Bids (both technical as well as commercial bid) shall be valid for a period of 180 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.

11. 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.

12. 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.

1.13 EVALUATON OF BIDS AND AWARDING THE CONTRACT:

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 evaluation of Bids and awarding contract will be carried out as per the following criteria.

a) Evaluation of Technical Bids:

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:

1. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
2. Submission of duly signed Annexure – I, I(A), I(B), I(C), I(D), I(E), I(F), I(G), IV, V, VI, VII, XII and XIII of the RFP.

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

b) Evaluation of Commercial Bids

Commercial bids of only the technically qualified short-listed bidders (qualified as per 1.13 (a) above) will be opened and evaluated.

1. Status of Compliance of terms and conditions of clause 1.12 of this RFP.

2. Submission of Commercial Bid strictly in the format specified in Annexure III of RFP.

c) Determination of Successful Bidders and Awarding of Contract:

Bank will determine the L1 bidder through the commercial bids submitted in bank’s e-Tendering website. Commercial bids of only the technically qualified bidders shall be opened. The dates for opening of commercial bids shall be intimated to the technically qualified bidders in due course.

1. The L1 bidder will be determined based on the lowest TOTAL PRICE QUOTED for (Grand Total) under SL.NO. 2 (Table XIV) of ANNEXURE III).

2. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.

3. If for any reason L1 bidder backs out or the purchase order given to the L1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD, invoke bank guarantee for delivery, then bids will be cancelled and bank shall go for re-tender and may blacklist the bidder for a period of one year.
GENERAL TERMS & CONDITIONS:

2.1 SUBMISSION OF BIDS:

2.1.1 SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said solution in conformity with Technical Specification stipulated in Annexure-I, may submit their bid through Bank’s e-tendering service provider website https://iobtenders.auctiontiger.net on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.3 for E-Tender Service pre requisite for bid submission.

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.

1) Bank Draft for Rs.20,000/- (Rupees Twenty Thousand Only – non-refundable) towards cost of documents.

2) Bank guarantee in lieu of EMD for Rs.20,00,000/- (Rupees Twenty Lacs 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 Solution 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. The stages are:

2. Commercial Bid Opening and Evaluation.
In the first stage, the technical 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 1.8 (a) of this RFP.

In the second stage, commercial bid submitted in the Bank’s e-tendering website by the short-listed bidders shall be opened / processed. The time, date and place of opening the commercial bid shall be advised to the technically qualified bidders individually either by email, fax or by letter.

The evaluation of commercial bid be based on the criteria set out in Clause 1.8(b) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.18(c) of this RFP.

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

The bid should also be accompanied by Earnest Money deposit / Bank Guarantee in lieu of EMD (refundable) of Rs. 20,00,000/- (Rupees Twenty Lakh only) and cost of bid document (non-refundable) for Rs.20,000/- (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, they are required to submit an undertaking 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 it becomes L1 along with the NSIC Certificate.

EMD submitted in the form of Bank Guarantee 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 X 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.

Bank shall forfeit EMD / invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required.
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.

<table>
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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>

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.

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. An undertaking to this effect shall be submitted by the bidders along with the technical bid.

SB will extend all technical assistance/support/handholding in the event of contract being switched over to another vendor on expiry of contract or cancellation of contract. In the event of SB not able to provide the said support, Bank shall recover any additional cost incurred for the said services by invoking the Bank Guarantee for performance.

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 ERASURE / 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 tendering website.

2.12 CONFIDENTIALITY & NON DISCLOSURE AGREEMENT:

Successful bidder and its employees will strictly undertake 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 XIV 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:

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids 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 7 days (inclusive 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 & SERVICE LEVEL AGREEMENT:

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.

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 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 Bidder 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 Bidder 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 or

or

a) if the Bidder 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 Bidder 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 Bidder shall continue performance of the Contract to the extent not terminated.
2.24 TERMINATION FOR INSOLVENCY:

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder’s reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, 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.

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 solution 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 Solution;

b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied 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.

2.28 PRODUCT WITHDRAWAL

The bidder shall submit Annexure IV- Manufacturer Authorization Form duly signed by the OEMs stating availability of spares and technical support for the Solution for the period as mentioned in clause 1.6 & 1.7 of this RFP. If however, during the tenure of warranty and post-warranty AMC period, 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 solution and maintenance during the comprehensive onsite warranty period. Successful bidder shall also provide necessary maintenance services after the end of warranty period in the event of Bank choosing to enter into an AMC with the SB.

The following conditions shall be applicable for ensuring trouble-free maintenance:

b) 99.5 % uptime should always be maintained for resolving hardware and software issues at the locations for the 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.

c) If the uptime is not maintained then a penalty of 0.5% of that affected hardware/software AMC value per point one (0.1%) percent decrease below uptime commitment subject to a maximum cap of 5% per quarter shall be levied. For example 99.3% uptime shall attract a penalty of 1% of the AMC value.

d) 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.

e) As part of preventive maintenance, during comprehensive on-site warranty 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 AMC support charges for hardware.

f) 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 for hardware quoted should be ensured. Spares repair and replacement should be carried out within 24 hours from the time the call is logged.

g) 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 during comprehensive on-site warranty / AMC support for hardware and software.

2.30 LIQUIDATED DAMAGES (PENALTY):

Liquidated damages in the form penalty will be collected as defined in this RFP. Without any prejudice to the Bank’s other rights under the law, the Bank shall recover the penalty, if any, accruing to the Bank, as above, from any amount payable to the Successful Bidder either as per this contract, executed between the parties or under any other agreement / contract, the Bank may have executed / shall be executing with the Successful Bidder.

2.31 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

2.32 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 XI of the RFP.

2.33 E-TENDERING:

Bank has decided to determine L1 through bank’s E-Tendering website https://iobtenders.auctiontiger.net. Rules for web portal access are as follows:

1. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-
tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.

2. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.

3. E-Tendering will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.

4. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.

5. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.

6. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

7. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.

8. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.

9. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

10. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.

11. Bank’s e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

12. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.

**2.34 OTHER TERMS AND CONDITIONS**

2.35

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.
7. 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.

8. 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.

9. 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.

10. SB should indemnify the Bank for Intellectual Property Rights (IPR) / copyright violation, confidentiality breach, etc., if any.

11. 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.

2.36 CORRUPT AND FRAUDULENT PRACTICES:

a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

b) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

c) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
2.37 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.

2.38 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 XII and XIII (Integrity Pact) on a stamp paper 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>
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<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>
<tr>
<td>Mr. K.Srinivasan</td>
<td>Director General(retired), CPWD C-2, Block 1, Mayfair Apartments 2A, LIC Colony Road, Velachery Chennai 600042</td>
<td>044-22430588 9444620305</td>
<td><a href="mailto:ksrini00@yahoo.co.in">ksrini00@yahoo.co.in</a></td>
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</table>
ANNEXURE-I

SCOPE OF WORK & RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:

1. Bank intends to deploy its in-house developed application for which the solution (hardware/software) requirements have been detailed in clause 1.4 of this RFP.

2. Successful Bidder (SB) shall implement the solution as per the requirements of the Bank. The architecture of the solution shall be shared with the successful bidder. Bank reserves the right to decide the best suited architecture for its organization and the successful bidder shall implement the solution for the same.

3. SB shall take full responsibility of supply, installation and maintenance of the solution for the full period of the contract and any such extension as mutually agreed.

4. SB shall factor all costs incurred through the period of the contract and quote the same. No extra costs shall accrue to the Bank other than what quoted as part of the tender.

5. The scope of the work includes commissioning of the solution with entire life cycle management of OS (Operating System) along with Hypervisor for hosting of bank’s in-house product as per the solution architecture that shall be shared with the successful bidder.

6. The solution has the following layers. The Application and Database Tier includes the infrastructure stack and application stack. Infrastructure stack includes the hardware components such as CPU socket, memory, local hard disk, SAN’s HBA card and NIC card. The application stack has the operation system, virtual machine, virtual machine management, enterprise web and application server and application run time environments and database server.

7. Maintenance of Operating System – Linux 7.0 and above which includes installation, patch update, hardening of OS as per the bank’s requirement, addressing Common Vulnerabilities and Exposures (CVE) and audit observations as per the bank’s requirement, upgrade of higher version of OS.

8. Maintenance of VMware-Hypervisor- includes installation, patch update, driver upgrade, hardening of Hypervisor as per the bank’s requirement, addressing Common Vulnerabilities and Exposures (CVE) and audit observations as per the bank’s requirement, upgrade of higher version of VMware-Hypervisor. Maintenance of VMware-Hypervisor- Virtual Machines management such as creation, live upgrade and monitoring.

9. Maintenance of Operating System – Solaris 11.0 and above which includes installation, patch update, hardening of OS as per the bank’s requirement, addressing Common Vulnerabilities and Exposures (CVE) and audit observations as per the bank’s requirement, upgrade of higher version of OS.
10. Maintenance of hardware – includes the commissioning of hardware – servers including BIOS, and firmware upgrade, maintenance of redundancy links (Ethernet links and FC link) with bank’s LAN network, supplied hardware components, remote server management firmware.

11. Liaising with hardware - OEM for performance tuning, bug fix, BIOS, firmware upgrade and any hardware components.

12. Liaising with OS (Both Redhat Linux and Oracle Solaris) – OEM for performance tuning, bug fix, driver upgrade, version upgrade, patch update and other server OS maintenance activities.


14. SB shall provide one number of onsite support personnel for complete comprehensive solution management for the period of the contract. The support personnel shall be minimum be B.E/B.tech / MCA with 3 years experience in public sector and certified by all the OEMs (Oracle, VMWare & Redhat etc.) and shall be single point of contact for the Bank. The proposed Resident support engineer shall be evaluated (including interview) as per the criteria mentioned above.

Some of the responsibilities (not exhaustive) of the onsite support personnel are as follows:

- Proactive Monitoring of the Solution.
- Generation of all Reports (Health Statistic reports etc.) as directed by the Bank’s team.
- Logging of maintenance calls and active follow up.
- Undertaking periodic review of the health status of the solution.

15. The onsite support personnel should be available on all working days of the bank for 8 hours. The onsite support personnel shall be required to work an 8 hour shift at any time during the 24 hours. The dress code will be formal for the onsite support personnel on all days. If bank requires the onsite support personnel to be available on holidays or extra hours at no extra cost to the bank. All infrastructure required for the support personnel like Desktop PC email etc. shall be provided by the Bank.

16. SB has to provide substitute support personnel in case posted support personnel remains absent or on leave. Holidays of support personnel shall be governed as per Bank’s holidays. In case of no substitute provided for the absent period or report not provided for any working day then a penalty of Rs.500/- per day will be levied. It is the responsibility of the SB to monitor the actions/performances of the onsite support personnel.
personnel. The penalty shall be deducted from any of the amount payable to the successful bidder.

17. Bank reserves the right to utilize the services of the Onsite Support Personnel for any of its requirements, other than those pertaining to the solution defined in this RFP, at no extra cost to the bank.

18. Bank reserves it right to engage/disengage the services of the resident support personnel by giving one month notice to the successful bidder.
## ANNEXURE – I (A)

### MINIMUM TECHNICAL SPECIFICATION OF APPLICATION SERVERS

<table>
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<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
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<td>Brand</td>
<td>Dell/HPE/Lenovo/Fujitsu/IBM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Chipset</td>
<td>Intel C620 Series</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Form Factor</td>
<td>Max. 2U rack mounted with sliding rails</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Configured CPU</td>
<td>2* CPU Intel® Xeon® Gold 6152 Processor 22 Cores 30.25M Cache, 2.10 GHz or above</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Memory slots</td>
<td>24 DDR4 DIMM slots supporting speeds of min 2666 MHz</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Memory configured</td>
<td>256 GB DDR4 2666 Mhz RAM scalable to 1.5 TB RAM (Fully Populated Configuration)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Disks Supported</td>
<td>Minimum of 8 x 2.5” SAS/SATA/SSD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>RAID Controller</td>
<td>RAID Controller, 2GB NV Cache, with RAID 1, 5, 6,10, support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Disks Requirement</td>
<td>2 * 900GB 15K RPM SAS-3 12Gbps HDDs with RAID 1 Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>DVD writer</td>
<td>DVD-ROM Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>I/O slots</td>
<td>Minimum of 7x PCIe Gen3 Slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Ethernet ports</td>
<td>4 x 10 Gb Base-T ports and 4 * 1 GbE ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>SAN Ports</td>
<td>2 * Dual Port 16 Gb Fibre Channel HBA (Dual 2 port HBA Card must be from same OEM as of the HBA Card)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Interface Ports</td>
<td>Minimum of 1 VGA/Video Port, 2 x USB 2.0 / USB 3.0, dedicated ILOM/Management Ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Certification and</td>
<td>Should be certified and support Red Hat Enterprise Linux (RHEL) 7.x, VMware vSphere 6.x (ESX) and above.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Power Supply</td>
<td>Redundant Power Supply (1+1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Management Integration</td>
<td>Support for integration with Microsoft System Center, VMware vCenter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Power &amp; temperature</td>
<td>Real-time power meter, graphing, thresholds, alerts &amp; capping with historical power counters. Temperature monitoring &amp; graphing</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>
| 19 | **Configuration & management** | • Real-time out-of-band hardware performance monitoring & alerting  
• Agent-free monitoring, driver updates & configuration, power monitoring & capping, RAID management, external storage management, monitoring of FC, HBA & CNA & system health  
• Out-of-band hardware & firmware inventory  
• Virtual IO management / stateless computing |
| 20 | **LCD panel** | Should display LCD Status/LED lights to indicate system status. LCD/LED light should glow/blink during hardware error conditions. |
| 21 | **HTML5 support** | HTML5 support for virtual console & virtual media without using Java or ActiveX plugins |
| 22 | **Server security** | Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks. |
| 23 | **Server security** | Should provide effective protection, reliable detection & rapid recovery using:  
• Signed firmware updates.  
• Persistent event logging including user activity.  
• Automatic BIOS recovery  
• Rapid OS recovery  
• System erase  
Intrusion alert in case chassis cover being opened |
| 24 | **Pre Failure Alert** | Should provide proactive alerts for fan, power supply, memory, CPU, RAID, NIC, HDD. |
| 25 | **Warranty** | 1. 3 Years 24/7 Comprehensive Onsite Warranty Support with 2 Hours Response Time, with 8 hour resolution time other than hardware. In case of hardware failure, spare replacement/repair should be done within 24 hours of call log. |
2. Bidder should provide L1/L2 Onsite Support for proposed servers including hardware and software components,

3. Bidder must back-align support with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof.

| 26 | **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 (B)
### TECHNICAL SPECIFICATIONS - DATABASE SERVERS

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes / No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model</td>
<td>Oracle Sparc S7-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Form Factor</td>
<td>Rack Mountable - 1 RU Form Factor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Processor and Architecture</td>
<td>1 * Eight Core 64-bit RISC processor with 4.2 GHz or Higher</td>
<td></td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cache Memory</td>
<td>Level 1: 16 KB instruction and 16 KB data per core</td>
<td></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>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Level 3: 16 MB L3$ on chip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Memory</td>
<td>64 GB ECC DDR4 2400 MHz RAM or higher. Memory should be upgradeable up to 128 GB RAM.</td>
<td></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>
<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>
<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>
<td></td>
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<tr>
<td>9</td>
<td>Network Card</td>
<td>Minimum of 6 * 1/10 Gbps Ports across adapters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Ports</td>
<td>Minimum 2 USB 2.0 Ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>RAS Features</td>
<td>* Hot-pluggable disk drives</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>* Redundant, hot-swappable power supplies and fans</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>* Environmental monitoring</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>* Message retry, cache, and memory error correction</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>* Fault Management Architecture including Predictive Self Healing</td>
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</tbody>
</table>
|   | System Management | Proposed Server should have systems managment 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 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Operating System</td>
<td>Preinstalled Oracle SPARC Solaris Operating system (latest version) 64 bit Edition with unlimited user licenses.</td>
</tr>
<tr>
<td></td>
<td>OS Certification</td>
<td>Oracle Solaris 11.3 or later</td>
</tr>
<tr>
<td></td>
<td>Remote Management</td>
<td>Should be possible to manage the servers through Integrated Lights Out Manager and industry-standard protocols.</td>
</tr>
<tr>
<td></td>
<td>Warranty / Support</td>
<td>Proposed Server should be quoted with 3 Years Enterprise Grade / Premium Level support for quoted Hardware, OS and Software bundles</td>
</tr>
<tr>
<td></td>
<td>End of Life</td>
<td>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.</td>
</tr>
</tbody>
</table>
## ANNEXURE I (C)
### MINIMUM TECHNICAL SPECIFICATIONS - SAN STORAGE

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes / No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Brand</td>
<td>Proposed Storage should be compatible with the Application Servers quoted in Annexure I(A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Controller</td>
<td>The Storage should have Dual Controller FC host based SAN array.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Controller</td>
<td>Storage should have redundant active-active hot swappable power supplies.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Protocol Support</td>
<td>Must support for the protocols- iSCSI , Fibre Channel,SAS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Cache</td>
<td>Minimum 8Gb Cache across dual controller. Must support cache battery backup for a minimum of 72 hours during power failure to prevent possible data loss or cache de staging to disk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Front End Ports</td>
<td>Min. 4 x Minimum 8GB FC ports per controller with necessary cables.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Disk drive support</td>
<td>The array should support inter-mixing of dual ported SSD, SAS and NL SAS. The storage should support minimum 24 SFF Drives in base storage box and expandable upto minimum 200 Drives using additional enclosure. SSD cache will not be considered as system memory.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>RAID Controller</td>
<td>RAID controller that support RAID Level 0,1, 5,10,6 or equivalent data protection technique.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>SAN Features</td>
<td>Support for snapshot, volume copy and clone feature is desirable. Support for snapshot rollback, snapshot reschedule also is desirable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Multipathing</td>
<td>Multipathing software license for Solaris 10.x/Solaris 11.x/Redhat Linux 7.X machine should be provided or native MPIO support.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Controller software and Non-Disruptive Upgrade</td>
<td>Firmware should be upgradeable for functionality improvement and enhancements. Must support non-disruptive upgrade</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>SAN Management</td>
<td>Entire system must be manageable from GUI based interface. Management software should be supplied with SAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Form Factor</td>
<td>2U or higher</td>
<td></td>
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<td>-------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Minimum Storage Capacity</td>
<td>PDC:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tier</td>
<td>Usable space</td>
<td>Remarks</td>
<td></td>
</tr>
<tr>
<td>Tier-1 [SSD]</td>
<td>5 TB</td>
<td>RAID Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier-3 [NL-SAS]</td>
<td>70TB [7.2K RPM]</td>
<td>RAID Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DRS:</td>
<td>Tier</td>
<td>Usable space</td>
<td>Remarks</td>
<td></td>
</tr>
<tr>
<td>Tier-1 [SSD]</td>
<td>5 TB</td>
<td>RAID Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Redundancy</td>
<td>The storage array should be configured in a No Single Point of failure including Storage Controller card, Cache memory, and Power supply and cooling fans with power cords and any other components of storage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Hot Spare Disks</td>
<td>The storage array should support Hot Spare (HS) Disks for each Tiers [Tier-1, Tier-2, Tier-3]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Automated Storage Tiering</td>
<td>Support for the storage array systems natively provide automated Sub-LUN tiering of data within the Storage to achieve improved performance and lower Total cost of Ownership is desirable. The auto tiering between available three tiers is desirable. If additional software is required, the same shall be provided for full SAN capacity. Support policy based movement of Data between different tier for volumes is also desirable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>LUN Migration</td>
<td>Support migration of LUN between dissimilar RAID Group type and dissimilar disk types is desirable. Necessary software &amp; licenses has to be provided along with the storage offered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Storage-based LUN Masking</td>
<td>The support storage-based hardware LUN masking for highest security in the storage array is desirable. It may be also host-based or switch-based. Support in Storage array - LUN masking</td>
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<tr>
<td>or selective storage visibility for different hosts or a cluster is desirable.</td>
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</tr>
<tr>
<td><strong>21. Mirroring /Replication</strong></td>
<td>The storage array should support both Sync / Async mode data replication at the storage controller level between Sites - PDC and DRS.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>22. Virtualization Integration</strong></td>
<td>The Storage should be fully certified for all supported protocols to virtualized application environments.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>23. Virtual / Thin Provision</strong></td>
<td>The storage array should be provided with virtual/Thin provisioning for proposed storage capacity</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **24. Warranty** | 1. 3 Years 24/7 Comprehensive Onsite Warranty Support with 2 Hours Response Time, with 8 hour resolution time. In case of hardware failure, spare replacement/repair should be done within 24 hours of call log.  
2. Bidder should provide L1/L2 Onsite Support for proposed hardware and software components,  
3. Bidder must back-align support with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof. |
## ANNEXURE I (D)
MINIMUM TECHNICAL SPECIFICATIONS- SAN SWITCHES

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes / No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Make</td>
<td>Brocade / Cisco / Storage OEM Re-branded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>No. of Ports</td>
<td>24 x 16 GB/s FC Shortwave ports activated and should be scalable up to 48 ports.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Manageability</td>
<td>Switch should have in band &amp; out of band manageability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Form factor</td>
<td>1 RU Rack Mountable along with Rail Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cables</td>
<td>Necessary 5 Meter LC to LC Multimode cables for SAN connectivity to be supplied.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Warranty</td>
<td>1. 3 Years 24/7 Comprehensive Onsite Warranty Support with 2 Hours Response Time, with 8 hour resolution time. In case of hardware failure, spare replacement/repair should be done within 24 hours of call log.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Bidder should provide L1/L2 Onsite Support for proposed hardware and software components,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Bidder must back-align support with respective OEM mandatorily during warranty period and also during AMC period Bidder must provide documentary proof.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Interoperability and Compatibility</td>
<td>Proposed SAN Switches should work with proposed Servers and Storage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>End of Life</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ANNEXURE I (E) **
**MINIMUM TECHNICAL SPECIFICATIONS - SERVER FARM SWITCH**

<table>
<thead>
<tr>
<th>SI No:</th>
<th>Description</th>
<th>Technical Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make &amp; Model</td>
<td>To be mentioned</td>
<td></td>
</tr>
<tr>
<td>Solution Requirement</td>
<td>The Switch should support non-blocking Layer 2 switching and Layer 3 routing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>There switch should not have any single point of failure like power supplies and fans etc should have 1:1/N+1 level of redundancy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch support in-line hot insertion and removal of different parts like modules/power supplies/fan tray etc should not require switch reboot and disrupt the functionality of the system</td>
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<tr>
<td></td>
<td>Switch should support the complete STACK of IP V4 and IP V6 services.</td>
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<tr>
<td></td>
<td>The Switch and different modules used should function in line rate and should not have any port with oversubscription ratio applied</td>
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</tr>
<tr>
<td></td>
<td>Switch must IPv6 phase II ready logo certification.</td>
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</tr>
<tr>
<td>Hardware and Interface Requirement</td>
<td>Switch should have the following interfaces:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 48 x 1G/10G Ethernet RJ45 Interface</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. 6 x 40GbE /100GbE multi-speed QSFP ports</td>
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</tr>
<tr>
<td></td>
<td>Switch should have console port</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should have management interface for Out of Band Management</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should be rack mountable and support side rails if required</td>
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<tr>
<td></td>
<td>Switch should have adequate power supply for the complete system usage with all slots populated and used and provide N+1 redundant</td>
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<tr>
<td></td>
<td>Switch should have hardware health monitoring capabilities and should provide different parameters through SNMP</td>
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<tr>
<td></td>
<td>Switch should support VLAN tagging (IEEE 802.1q)</td>
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<tr>
<td></td>
<td>Switch should support IEEE Link Aggregation and Ethernet Bonding functionality to group multiple ports for redundancy</td>
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</tr>
<tr>
<td></td>
<td>Switch should support Configuration roll-back and check point</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support for different logical interface types like loopback, VLAN, SVI, Port Channel, multi chassis port channel/LAG etc</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should be capable to support the Fabric with CLOS architecture in the Future, All required licenses for the Leaf switches to be provided from Day 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidder to propose all necessary cables including Fiber and Copper patch Cables for all the proposed ports. Cable Length for Server Connectivity can be considered at 3 meter (Same Rack); and uplink to Core Switch to be considered at 25 Meters minimum. However it is bidder's responsibility to factor right adapters/SFPs, convertors, cables, cable length etc</td>
<td></td>
</tr>
<tr>
<td>Performance</td>
<td>The switch should support 12,000 IPv4 and IPv6 routes entries in the routing table including multicast routes</td>
<td></td>
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<tr>
<td></td>
<td>Switch should support Graceful Restart for OSPF, BGP etc.</td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Switch</strong></td>
<td>Switch should support minimum 1000 VRF instances</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The switch should support uninterrupted forwarding operation for OSPF, BGP etc. routing protocol to ensure high-availability during primary controller failure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The switch should support hardware based loadbalancing at wire speed using LACP and multi chassis etherchannel/LAG</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support minimum 2.1 Tbps of switching capacity (or as per specifications of the switch if quantity of switches are more, but should be non blocking capacity) including the services:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Switching</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. IP Routing (Static/Dynamic)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. IP Forwarding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Policy Based Routing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. QoS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>f. ACL and Other IP Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g. IP V.6 host and IP V.6 routing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each leaf should have connectivity to all spine switches and the over subscription should not be less then 4:1</td>
<td></td>
</tr>
<tr>
<td><strong>Advance Features</strong></td>
<td>Switch should support Network Virtualisation using Virtual Over Lay Network using VXLAN (RFC 7348)/NVGRE as per RFC 2890</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support VXLAN (RFC7348) and EVPN or equivalent for supporting Spine - Leaf architecture to optimise the east - west traffic flow inside the data center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support OpenFlow/Open Day light/Open Stack controller</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support Data Center Bridging</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support multi OEM hypervisor environment and should be able to sense movement of VM and configure network automatically.</td>
<td></td>
</tr>
<tr>
<td><strong>Layer2 Features</strong></td>
<td>Spanning Tree Protocol (IEEE 8021.D, 802.1W, 802.1S</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support VLAN Trunking (802.1q) and should support 3900 VLAN</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support basic Multicast IGMP v1, v2, v3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support minimum 90,000 no. of MAC addresses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support 8 Nos. of link or more per Port channel (using LACP) and support 96 port channels or more per switch</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support Industry Standard Port/Link Aggregation for All Ports across any module or any port.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support multi chassis Link Aggregation for All Ports across any module or any port of the switch and Link aggregation should support 802.3ad LACP protocol for communication with downlink/uplink any third party switch or server</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support Jumbo Frames up to 9K Bytes on 1G/10G Ports</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch should support Link Layer Discovery Protocol as per IEEE 802.1AB for finding media level failures</td>
<td></td>
</tr>
</tbody>
</table>
### Layer3 Features

- Switch should support all physical ports to use either in Layer2 or Layer 3 mode and also should support layer 3 VLAN Interface and Loopback port Interface
- Switch should support basic routing feature i.e. IP Classless, default routing and Inter VLAN routing
- Switch should support static and dynamic routing using:
  - a. Static routing
  - b. OSPF V.2 using MD5 Authentication
  - c. ISIS using MD5 Authentication
  - d. BGP V.4 using MD5 Authentication
  - e. Should support route redistribution between these protocols
  - f. Should be compliant to RFC 4760 Multiprotocol Extensions for BGP-4 (Desirable)
- Switch should re-converge all dynamic routing protocol at the time of routing update changes i.e. Non-Stop forwarding for fast re-convergence of routing protocols
- Switch should support multi instance MPLS routing using VRF, VRF Edge routing and should support VRF Route leaking functionality
- Switch should be capable to work as DHCP server and relay
- Switch should provide multicast traffic reachable using:
  - a. PIM-SM
  - b. PIM-SSM
  - c. Bi-Directional PIM
  - d. Support RFC 3618 Multicast Source Discovery Protocol (MSDP)
  - e. IGMP V.1, V.2 and V.3
- Switch should support Multicast routing of minimum 16 way Equal Cost Multi Path load splitting

### Availability

- Switch should have provisioning for connecting to 1:1/N+1 power supply for usage and redundancy
- Switch should provide gateway level of redundancy in Ip V.4 and IP V.6 using HSRP/VRRP
- Switch should support for BFD For Fast Failure Detection as per RFC 5880

### Quality of Service

- Switch system should support 802.1P classification and marking of packet using:
  - a. CoS (Class of Service)
  - b. DSCP (Differentiated Services Code Point)
  - c. Source physical interfaces
  - d. Source/destination IP subnet
  - e. Protocol types (IP/TCP/UDP)
  - f. Source/destination TCP/UDP ports
- Switch should support methods for identifying different types of traffic for better management and resilience
- Switch should support for different type of QoS features for ream time traffic differential treatment using:
  - a. Weighted Random Early Detection
  - b. Strict Priority Queuing
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **9. Security** | Switch should support to trust the QoS marking/priority settings of the end points as per the defined policy  
Switch should support Flow control of Ethernet ports to control traffic rates during congestion by allowing congested nodes to pause link operation at the other end for receiving traffic as per IEEE 802.3x  
Switch should support for deploying different security for each logical and physical interface using Port Based access control lists of Layer-2 to Layer-4 in IP V.4 and IP V.6 and logging for fault finding and audit trail  
Switch should support control plane i.e. processor and memory Protection from unnecessary or DoS traffic by control plane protection policy  
Time based ACL  
Switch should support for external database for AAA using:  
a. TACACS+  
b. RADIUS  
Switch should support MAC Address Notification on host join into the network for Audit trails and logging  
Switch should support to restrict end hosts in the network. Secures the access to an access or trunk port based on MAC address. It limits the number of learned MAC addresses to deny MAC address flooding  
Switch should support DHCP Snooping  
Switch should support Dynamic ARP Inspection to ensure host integrity by preventing malicious users from exploiting the insecure nature of the ARP protocol  
Switch should support IP Source Guard to prevent a malicious hosts from spoofing or taking over another host’s IP address by creating a binding table between the client’s IP and MAC address, port, and VLAN  
Switch should support for Role Based access control (RBAC) for restricting host level network access as per policy defined  
Switch should support Spanning tree BPDU protection  
Switch should support unicast and/or multicast blocking on a switch port to suppress the flooding of frames destined for an unknown unicast or multicast MAC address out of that port  
Switch should support Spanning tree BPDU protection  
Switch should support for MOTD banner displayed on all connected terminals at login and security discrimination messages can be flashed as per banks ISD rules |
| **10. Manageability** | Switch should support for embedded RMON/RMON-II for central NMS management and monitoring  
Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail  
Switch should provide remote login for administration using:  
a. Telnet  
b. SSH V.2  
Switch should support for capturing packets for identifying application performance using local and remote port mirroring for packet captures |
Switch should support for management and monitoring status using different type of Industry standard NMS using:

- SNMP V1 and V.2
- SNMP V.3 with encryption
- Filtration of SNMP using Access list
- SNMP MIB support for QoS

Switch should support for basic administrative tools like:

- Ping
- Traceroute

Switch should support central time server synchronization using Network Time Protocol NTP V.4

Switch should support for providing granular MIB support for different statistics of the physical and logical interfaces

Switch should support for predefined and customised execution of script for device management for automatic and scheduled system status update for monitoring and management

Switch should provide different privilege for login into the system for monitoring and management

Switch should support Real time Packet Capture using Wireshark in real time for traffic analysis and fault finding

1. **IPv6 features**

Switch should support for IP V.6 connectivity and routing required for network reachability using different routing protocols such

- OSPF V.3
- BGP with IP V.6
- IP V.6 Policy based routing
- IP V.6 Dual Stack etc
- IP V.6 Static Route
- IP V.6 Default route
- Should support route redistribution between these protocols

Switch should support multicast routing in IP V.6 network using PIMv2 Sparse Mode

Switch should support for QoS in IP V.6 network connectivity

Switch should support for monitoring and management using different versions of SNMP in IP V.6 environment such as:

- SNMPV1, SNMPV2c, SNMPv3
- SNMP over IP V.6 with encryption support for SNMP Version 3

Switch should support syslog for sending system log messages to centralized log server in IP V.6 environment

Switch should support NTP to provide an accurate and consistent timestamp over IPv6 to synchronize log collection and events

Switch should support for IP V.6 different types of tools for administration and management such as:

- Ping
- Traceroute
- VTY
- SSH
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement Details</th>
<th>Qty</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>e. TFTP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. DNS lookup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Technical and Architectural Requirements (These total requirements intended for entire 5 switches)</td>
<td>48 x 1/10G-T DATA Ports with 6 x 40/100G Uplink Ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Bill Of Quantity</td>
<td>Product Type - DC Fabric/Switching</td>
<td>2</td>
<td>1 in DC &amp; 1 in DR</td>
</tr>
<tr>
<td>12. UTP Leaf Switch (48 x 1/10 Gbps UTP) with 6 x 40/100G uplink ports</td>
<td>4</td>
<td>2 in DC &amp; 2 in DR</td>
<td></td>
</tr>
<tr>
<td>12. 40G QSFP to 1x10G SFP+ Convertor</td>
<td>8</td>
<td>4 in DC &amp; 4 in DR</td>
<td></td>
</tr>
<tr>
<td>12. 1G Multimode SFP Transceiver</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13. Additional Requirements

"Bidder to quote for Network Patch Cables for the proposed Server Farm Switch to cater to Data and Management Ports. Bidder should take care of proper cable dressing. Proposed requirements are of minimum requirements and it is bidder’s responsibility to decide on cable length as per site requirements."
## ANNEXURE I (F)
### MINIMUM TECHNICAL SPECIFICATIONS - TAPE LIBRARY

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes / No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Description</td>
<td>Tape Library with at least 24 Populated Slots, Operator Panel, Barcode Reader and Robot.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drive Type</td>
<td>1 x LTO 7 FC Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Form Factor</td>
<td>Rack Mountable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>RAS Features</td>
<td>Hot Swappable LTO Drives, Hot Swappable and Redundant Power Supplies, Redundant Fans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Management</td>
<td>Should have Operator LCD Panel for user friendly Management and Monitoring, Configuration, Diagnostics etc. Should also support Web Based Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Operating System Support</td>
<td>Should support industry standard operating systems like UNIX, Windows, Linux etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Backup Software</td>
<td>Should support and integrate with exiting Microsoft DPA Backup Software for SAN and backup</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cables</td>
<td>Necessary cables for Tape drive connectivity to be supplied.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Tapes</td>
<td>Minimum of 20 LTO – 7 Barcoded Data Cartridges and 2 Universal Cleaning Cartridge to be quoted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Encryption</td>
<td>Should support Library Managed Encryption in future, if required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 11    | Warranty    | 1. 3 Years 24/7 Comprehensive Onsite Warranty Support with 2 Hours Response Time, with 8 hour resolution time. In case of hardware failure, spare replacement/repair should be done within 24 hours of call log.  
2. Bidder should provide L1/L2 Onsite Support for proposed solution including hardware and software components.  
3. Bidder must back-align support with respective OEM mandatorily during warranty period and also during AMC period. Bidder must provide documentary proof. | | |
| 12    | 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 (G)
### MINIMUM TECHNICAL SPECIFICATIONS - 42″ RACK

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Technical Specification</th>
<th>Compliance (Yes / No)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Make</td>
<td>MNC Brand Preferred</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>Dimensions</td>
<td>42 RU; 19” Width; 600 mm Wide (\times) 1070 mm Depth; Not More 126 Kgs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **3.** | PDU Specifications | Bidder should supply redundant PDUs. Each should meet below specifications  
1. 36 Nos of IEC-320-C13;  
2. 6 Nos. of IEC-320-C19  
3. Power Cord : 3 Meter (10 ft) 32 A, 3-pin IEC-309  
* Protection : Two (2) 16 A, 1-pole hydraulic-magnetic circuit breaker  
* Maximum input current (phase) : 32 A VDE  
* Input frequency : 50/60 Hz  
* Input connection :  
* Input power : 7.4 kVA VDE  
* Output voltage 220–240 VAC  
* Maximum output current (outlet) IEC-320-C13: 10 A; IEC-320-C19: 16 A VDE  
* Maximum output current (phase) 32 A VDE  
* Maximum input current (bank) 16 A VDE |                       |         |
| **4.** | Gauge       | Front Door Should Be 16.0 gauge; Vertical Posts Should Be 16.0 gauge; Rear Door Should Be 18.0 gauge Roof Should Be 18.0 gauge Side Panels Should Be 18.0 gauge |                       |         |
| **5.** | Weight Bearing Capacity | Weight Capacity (dynamic load)- 1022 kg  
Weight Capacity (static load) - 1360 kg |                       |         |
| **6.** | Compliance  | IP 20, UL 2416, UL 60950-1, RoHS Compliant; REACH: Contains No SVHCs; China RoHS |                       |         |
| **7.** | Warranty    | 3 Years Standard Warranty |                       |         |
DATE:

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

Dear Sir,


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 respectively.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount in INR</th>
<th>DD / BG NUMBER</th>
<th>DATE OF THE DD/BG</th>
<th>Name of issuing Bank &amp; Branch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Bid Document</td>
<td>20,000/-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank guarantee in lieu of EMD</td>
<td>20,00,000/-</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 |          |
| 5) Contact Person |          |
| a) Name: |          |
| b) Designation: |          |
| c) Phone: |          |
| d) Fax: |          |
| e) Cell No: |          |
| f) E-mail |          |
| 6) Make and Model of the Solution |          |
| 7) Turnover & Net Profit of the company (Rs. In Crores) | Turnover | Net Profit (After Tax) |

<table>
<thead>
<tr>
<th>FINANCIAL YEAR</th>
<th>Turnover</th>
<th>Net Profit (After Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We attach herewith the proof of documents as required in support of terms stipulated in clause 1.3 of the RFP/ITD/015/17-18 dated 28.02.2018. We confirm that the prices quoted by us in the commercial bid are as stipulated by the Bank in clause 1.11 of the RFP No. RFP/ITD/015/17-18 dated 28.02.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP/ITD/015/17-18 dated 28.02.2018.

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 HARDWARE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Qty. (a)</th>
<th>Unit price (b)</th>
<th>Total cost (c=a*b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Cost of Application Server – Technical Specification as detailed here under Annexure-I (A)</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Cost of Oracle S7-2 Server – Technical Specifications as detailed in Annexure I (B)</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Cost of San Storage for PDC – Technical Specifications as detailed in Annexure I (C)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>Cost of San Storage for DR – Technical Specifications as detailed in Annexure I (C)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Cost of San Switches – Technical Specifications as detailed in Annexure I (D)</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Cost of Server Farm Switches – Technical Specifications as detailed in Annexure I (E)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.g</td>
<td>Cost of Tape Library- Technical Specifications as detailed in Annexure I (F)</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.h</td>
<td>Cost of 42 U Racks- Technical Specifications as detailed in Annexure I (G)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TABLE – II – COST OF SOFTWARE

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Qty. (a)</th>
<th>Unit price (b)</th>
<th>Total cost (c=a*b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Cost of VMware VSphere Enterprise Plus Edition (ESX 6.5) Licenses including 1st year support charges to be implemented at the Application Tier as per the specifications mentioned in Annexure I- Scope of Work.</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Cost of VMware vCenter Standard Edition License including 1st year support charges to be implemented at the Application Tier as per the specifications mentioned in Annexure I- Scope of Work.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Cost of RHEL 7.3 [Redhat Enterprise Linux] Operating system License (1st year Premium Subscription Support for Production Environment) to be implemented at the Application Tier as per the specifications</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP Ref No. RFP/ITD/015/17-18 dated 28.02.2018 FOR SUPPLY, INSTALLATION, MAINTENANCE OF SERVER HARDWARE & SOFTWARE

mentioned in Annexure I - Scope of Work.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Qty.</th>
<th>Unit price (b)</th>
<th>Total cost (c=a*b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.d</td>
<td>Cost of Redhat’s EAP [Redhat Enterprise Application Platform] License (1st year Premium Subscription Support for Production Environment) to be implemented at the Application Tier as per the specifications mentioned in Annexure I - Scope of Work.</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Cost of RHEL 7.3 [Redhat Enterprise Linux] Operating system (1st year Standard Subscription Support for UAT Environment) to be implemented at the Application Tier as per the specifications mentioned in Annexure I - Scope of Work</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Cost of Redhat's EAP [Redhat Enterprise Application Platform] (1st year standard Subscription Support for UAT Environment) to be implemented at the Application Tier as per the specifications mentioned in Annexure I - Scope of Work</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 TOTAL

TABLE – III – COST OF ONE TIME IMPLEMENTATION

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item Description</th>
<th>Qty.</th>
<th>Unit price (b)</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of One Time Implementation of the total solution as per the Annexure I - Scope of Work.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 TOTAL

TABLE IV: COST OF ONSITE SUPPORT:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Onsite Support by Resident Engineer for 1st year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
<tr>
<td>1.b</td>
<td>Onsite Support by Resident Engineer for 2nd year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
<tr>
<td>1.c</td>
<td>Onsite Support by Resident Engineer for 3rd year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
<tr>
<td>1.d</td>
<td>Onsite Support by Resident Engineer for 4th year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
<tr>
<td>1.e</td>
<td>Onsite Support by Resident Engineer for 5th year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
<tr>
<td>1.f</td>
<td>Onsite Support by Resident Engineer for 6th year as per Scope of Work Annexure I</td>
<td></td>
<td>1</td>
<td>1 Year</td>
</tr>
</tbody>
</table>
as per Scope of Work Annexure I

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.g</td>
<td>Onsite Support by Resident Engineer for 7th year as per Scope of Work Annexure I</td>
<td></td>
<td>1 Year</td>
<td></td>
</tr>
</tbody>
</table>

2 Total

**TABLE V: AMC CHARGES FOR APPLICATION SERVER**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC charges for 4th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>AMC charges for 5th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>AMC charges for 6th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>AMC charges for 7th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

2 Total

**TABLE VI: AMC CHARGES FOR STORAGE**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC charges for 4th year for San Storage at PDC after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>AMC charges for 5th year for San Storage at PDC after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>AMC charges for 6th year for San Storage at PDC after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>AMC charges for 7th year for San Storage at PDC after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>AMC charges for 4th year for San Storage at DR after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>AMC charges for 5th year for San Storage at DR after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.g</td>
<td>AMC charges for 6th year for San Storage at DR after the initial comprehensive warranty period</td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
RFP Ref No. RFP/ITD/015/17-18 dated 28.02.2018 FOR SUPPLY, INSTALLATION, MAINTENANCE OF SERVER HARDWARE & SOFTWARE

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.h</td>
<td>AMC charges for 7th year for San Storage at DR after the initial comprehensive warranty period of 3 years</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLE VII: AMC CHARGES FOR SAN SWITCH**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC charges for 4th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>AMC charges for 5th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>AMC charges for 6th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>AMC charges for 7th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total</td>
<td></td>
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<td></td>
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**TABLE VIII: AMC CHARGES FOR SERVER FARM SWITCH**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC charges for 4th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>AMC charges for 5th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>AMC charges for 6th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>AMC charges for 7th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**TABLE IX: AMC CHARGES FOR TAPE LIBRARY**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>Unit price per annum</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>AMC charges for 4th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
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</tr>
<tr>
<td>1.b</td>
<td>AMC charges for 5th year after the initial comprehensive warranty period of 3 years</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sl.No</td>
<td>Item Description</td>
<td>Unit price per annum</td>
<td>Qty</td>
<td>Total Price (Rs.)</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------------------</td>
<td>-----</td>
<td>-------------------</td>
</tr>
<tr>
<td>1.a</td>
<td>Oracle premium support charges for S7-2 Server for 1st year</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Oracle premium support charges for S7-2 Server for 2nd year</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Oracle premium support charges for S7-2 Server for 3rd year</td>
<td></td>
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</tr>
<tr>
<td>1.d</td>
<td>Oracle premium support charges for S7-2 Server for 4th year</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Oracle premium support charges for S7-2 Server for 5th year</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Oracle premium support charges for S7-2 Server for 6th year</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>1.g</td>
<td>Oracle premium support charges for S7-2 Server for 7th year</td>
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<td>3</td>
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</tr>
<tr>
<td>2</td>
<td><strong>Total</strong></td>
<td></td>
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**TABLE XI: ANNUAL TECHNICAL SUPPORT CHARGES – VMWARE VSPHERE ENTERPRISE PLUS EDITION (ESX 6.x)**

<table>
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<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price (Rs.)</th>
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<td>1.a</td>
<td>Support charges for 2nd year</td>
<td>6</td>
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</tr>
<tr>
<td>1.b</td>
<td>Support charges for 3rd year</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Support charges for 4th year</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>Support charges for 5th year</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Support charges for 6th year</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Support charges for 7th year</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Total Support charges</strong></td>
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</table>
TABLE XII – ANNUAL TECHNICAL SUPPORT CHARGES – VMWARE VCENTER STANDARD EDITION

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Support charges for 2nd year</td>
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<td>1</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Support charges for 3rd year</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Support charges for 4th year</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>Support charges for 5th year</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Support charges for 6th year</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Support charges for 7th year</td>
<td></td>
<td>1</td>
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<tr>
<td>2.</td>
<td>Total Support charges</td>
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TABLE XIII – ANNUAL TECHNICAL SUPPORT CHARGES – RHEL 7.3 [REDHAT ENTERPRISE LINUX] OPERATING SYSTEM

<table>
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<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
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<tbody>
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<td>1.a</td>
<td>Premium Support charges for 2nd year</td>
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<tr>
<td>1.b</td>
<td>Premium Support charges for 3rd year</td>
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<td></td>
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</tr>
<tr>
<td>1.c</td>
<td>Premium Support charges for 4th year</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>Premium Support charges for 5th year</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Premium Support charges for 6th year</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Premium Support charges for 7th year</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.g</td>
<td>Standard Support charges for 2nd year</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.h</td>
<td>Standard Support charges for 3rd year</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.i</td>
<td>Standard Support charges for 4th year</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.j</td>
<td>Standard Support charges for 5th year</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>1.k</td>
<td>Standard Support charges for 6th year</td>
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<td>1.l</td>
<td>Standard Support charges for 7th year</td>
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<td></td>
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<tr>
<td>2.</td>
<td>Total Support charges</td>
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TABLE XIV – ANNUAL TECHNICAL SUPPORT CHARGES – Redhat’s JBOSS EAP [Redhat Enterprise Application Platform]

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item of purchase Make &amp; Model:</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price ( Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Premium Support charges for 2nd year</td>
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<tr>
<td>1.b</td>
<td>Premium Support charges for 3rd year</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Premium Support charges for 4th year</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>1.d</td>
<td>Premium Support charges for 5th year</td>
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<td></td>
</tr>
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<td>1.e</td>
<td>Premium Support charges for 6th year</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Premium Support charges for 7th year</td>
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</tbody>
</table>
RFP Ref No. RFP/ITD/015/17-18 dated 28.02.2018 FOR SUPPLY, INSTALLATION, MAINTENANCE OF SERVER HARDWARE & SOFTWARE

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item Description</th>
<th>TABLE</th>
<th>Total Cost (Rs.)</th>
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</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE I</td>
<td></td>
</tr>
<tr>
<td>1.b</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE II</td>
<td></td>
</tr>
<tr>
<td>1.c</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE III</td>
<td></td>
</tr>
<tr>
<td>1.d</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE IV</td>
<td></td>
</tr>
<tr>
<td>1.e</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE V</td>
<td></td>
</tr>
<tr>
<td>1.f</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE VI</td>
<td></td>
</tr>
<tr>
<td>1.g</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE VII</td>
<td></td>
</tr>
<tr>
<td>1.h</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE VIII</td>
<td></td>
</tr>
<tr>
<td>1.i</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE IX</td>
<td></td>
</tr>
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<td>1.j</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE X</td>
<td></td>
</tr>
<tr>
<td>1.k</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE XI</td>
<td></td>
</tr>
<tr>
<td>1.l</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE XII</td>
<td></td>
</tr>
<tr>
<td>1.m</td>
<td>Total amount under Serial No. 2 (ADD)</td>
<td>TABLE XIII</td>
<td></td>
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<td>2</td>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

1. L1 bidder will be determined on the basis of lowest quoted for the Grand Total under Table XV serial no. 2.
2. Cost of AMC /ATS for all the hardware software should be quoted minimum 8% as per clause 1.7 and 1.8.

We certify that our response quoted above meets the Technical Specifications and the Scope of Work mentioned in Annexure I of the RFP/ITD/015/17-18 dated 28.02.2018 and prices quoted are all in compliance with the terms indicated in clause 1.12 of the RFP No. RFP/ITD/015/17-18 dated 28.02.2018. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. RFP/ITD/015/17-18 dated 28.02.2018

Authorised Signatory Name and Designation Office Seal

Place:
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 components of the hardware etc invited vide its RFP No. RFP/ITD/015/17-18 dated 28.02.2018.

(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 Solution / 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 Solution / equipments for which the bid is submitted are for latest / running models and are not going to be withdrawn from the market within 36 months from the date of installation.

d) Spares/ Technical Support for the Solution / equipment quoted by the bidder will be available for at least 7 years from the date of delivery of the Solution / equipment.

Authorized Signatory
Name and Designation
Office Seal

Place:
Date:
The following documents should be submitted as documentary proof as stipulated in clause 1.3 (Bidder Qualification Criteria).

1. Rate Contracts/ Purchase Orders.

2. Letters/Emails of Satisfactory Performance by Client.

The bidder shall submit the documents along with the following details on the company letter head duly signed and stamped by the authorized signatory.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Client Details</th>
<th>Year in which the Solution supplied.</th>
<th>Total Order value.</th>
<th>Details of Solution supplied and installed. (List out of the make and model of Solution 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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory
Place:
Date:

Name and Designation
Office Seal
ANNEXURE – VI

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/015/17-18 dated 28.02.2018, its Annexes, 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 __________________2018.

Yours faithfully,

For __________________
Signature: _______________
Name: __________________
Authorized Signatory
Name and Designation
Office Seal

Place:
Date:
ANNEXURE - VII

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 for a similar project.

Authorized Signatory Name and Designation Office Seal
Place:
Date:

Indian Overseas Bank                          Page 60 of 90
ANNEXURE - VIII
PROFORMA OF BANK GUARANTEE (DELIVERY)

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

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 of Solution (hereinafter collectively called “Solution”) and installation at its Regional Offices, Branches and other offices located across the Country.

2. AND WEHREAS 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. ____________________________
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 Solution within a maximum period of 6 weeks from the date of acceptance of the purchase order, Locations covering areas such as Assam, Tripura, Meghalaya, Manipur, Nagaland, Arunachal Pradesh, Mizoram, Sikkim, Andaman and Nicobar Islands, Dadar and Nagar Haveli, Pondicherry, Daman and Diu within a maximum period of 8 weeks 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, 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:

6. 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.

1. 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.

2. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the 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.

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

4. 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 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 Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything to the contrary contained herein:

Our liability under this Bank guarantee shall not exceed
Rs_________ (Rupees ________________ only) and

This Bank guarantee shall be valid up to and
till.............only, being the date of expiry of the Guarantee and

We are liable to pay up to 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 all your rights 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"

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 12(twelve) months from the date of expiry of the guarantee.
ANNEXURE – IX

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at ______________ this ___ day of __________ Two Thousand Seventeen

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 of Solution (hereinafter collectively called “Solution”) and installation at its Regional Offices, Branches and other offices located across the Country.

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 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 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) 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:

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs. ……., 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.

1. 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.

2. 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.

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

4. 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.

5. Notwithstanding anything to the contrary contained herein:

Our liability under this Bank guarantee shall not exceed  

Rs_________ (Rupees ______________ only) and

This Bank guarantee shall be valid up to and till...........only, being the date of expiry of the Guarantee and

We are liable to pay up to 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 all your rights 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”

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 12(twelve) months from the date of expiry of the guarantee.
ANNEXURE X

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 ________________________(hereinafter called 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 ________________________(name of the issuing Bank), a body corporate constituted under the _________________________having its Head Office at __________________amongst others a branch/office at ________________ 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 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 above mentioned 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 up to and till..............only, being the date of expiry of the Guarantee and

iii) We are liable to pay up to 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 all your rights 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"

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 12(twelve) months from the date of expiry of the guarantee.
ANNEXURE XI

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: ____________________________

__________________________________________
Ref:
Dated:

To,
Indian Overseas Bank


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 Request for Proposal 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 XIII

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the ______ day of ______ (month) 2017, 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 (IeM), 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,
2. Shri. K. Srinivasan,
   Director General (Retd.), CPWD,
   C-2, Block 1, Mayfair Apartments,
   2A, LIC Colony Road, Velachery,
   Chennai 600 042
   Email: ksrini00@yahoo.co.in

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 documents 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.
ANNEXURE-XIV
FORMAT FOR NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.....day of........2016 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 ........... ........... ............... ........... hereinafter 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 intend to procure “Solution” for its Organization.

The Bank has short-listed the Company after completion of single enquiry process for supply and installation of “Solution”. 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 THERFORE 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.
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
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)