

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****BID DOCUMENT****FOR****Supply, installation and maintenance of IT infrastructure at DC and DR for
Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence
Applications.****Ref: CO:ITD:1794/R1:2018-19 Date: 20/03/2019****Last Date for Submission of Bid: 10/04/2019(03.00 PM)****Indian Bank**
Information Technology Department
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014

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SECTION – I**INVITATION FOR BIDS (IFB)**

1. Indian Bank is a premier Nationalised Bank with over 3000 Branches and having a business of over Rs.4,00,000 crores. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card "Bharat Card" for common man – first of its kind in the Banking Industry. Banking services are offered through multiple delivery channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.
2. Bank invites sealed bids for Supply, installation and maintenance of IT Infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications. Part-I of the bid document will consist of technical and other details and should be submitted manually and Part-II will be through Online Reverse Auction process.
3. If required, you may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all working days.
4. The address for communication is :-

Assistant General Manager
Indian Bank, Head Office,
Information Technology Department
66,RajajiSalai,
Chennai, Pin 600 001, India.

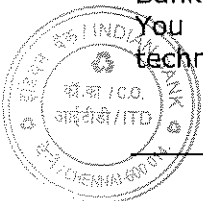
E-Mail-Jayasankar.clbk@indianbank.co.in
skkarna55966@indianbank.co.in

Bids must be delivered to the address given below, on or before 03.00 P.M. on 10.04.2019 and must be accompanied by a Bid Security of INR 30,00,000/-(Rupees Thirty lakhs only) and a bid fee of INR 10,000/-as Demand Draft in favour of Indian Bank payable at Chennai for (non-refundable). Bid submitted without the Bid Fee and Bid Security will not be considered:

Chief Manager, Indian Bank, Corporate Office
Expenditure Department, First Floor
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014, India.

Late bids will summarily be rejected. Part-I of the bid (consisting of specification as per Annexure I, bid form, bid security form, manufacturer's authorisation form, qualification criteria, service support details and undertaking of authenticity for servers and other hardware/software) will be opened by the bank at 03.30 P.M. on 10.04.2019 at Indian Bank Corporate Office.

You may send your representative to participate in the bid opening process. After technical evaluation, only the eligible bidders will be communicated of the date and time



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of online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction.

5. PRE-BID MEETING

- a. A pre-bid meeting is scheduled to be held at the following address at **15.00** hours IST on 26/03/2019. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,
Head Office
Information Technology Department,
2nd Floor, 66, Rajaji Salai,
Chennai – 600 001.**

- b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs.10,000/- (Rupees Ten thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. **Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part-I).**

- c. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.

- d. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting to the following mail ids.

E-Mail-Jayasankar.clbk@indianbank.co.in
skkarna55966@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders vide email who have raised queries in writing.

6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
7. This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



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SECTION – II**INSTRUCTIONS TO BIDDERS****1. Introduction:**

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2. Amendment of bidding documents

2.1 At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.

2.2 All prospective bidders may check bank's website for amendment/s and it will be binding on them.

3. Documents constituting the bid

3.1 The Part-I of the bid prepared by the bidder shall comprise the following components:

a) Technical bid

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

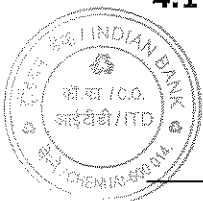
- i. that, the bidder has the financial and technical capability necessary to perform the contract;
- ii. that, the bidder meets the qualification requirements.

b) A bid form of the bid document as per format enclosed.**c) Bid security (Earnest Money Deposit)****d) Other documents as mentioned in checklist.**

The bank may, at its discretion, reject any bid document not accompanied by the above.

4. Documents establishing goods' conformity to bidding documents

4.1 The bidder shall furnish, as Part-I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.



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4.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the goods;
- b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

5. Bid Security (Earnest Money Deposit)

5.1 The bidder shall furnish, as part of their bid, a bid security in the form of a bank guarantee issued by a scheduled commercial bank or foreign bank located in India, in the form provided in the bidding documents for a sum of Rs.30,00,000/- (Rupees Thirty lakhs only) and valid for forty five days (45) days after the validity of the bid (i.e. Bid validity 180 days + 45 days = 225 days from the last date for submission of bid). Bank may seek extension of Bank Guarantee, if required.

5.2 Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank.

5.3 The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

5.4 The bidder will forfeit the bid security,

- a. if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

- b. in the case of a successful bidder, if the bidder fails to sign the contract or to furnish performance security.

6. Period of validity of bids

Bids shall remain valid for the period of 180 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the bank as non-responsive. Bank may seek extension of bid validity, if required.

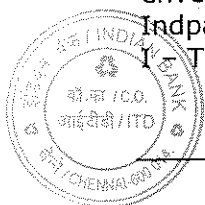
7. Format and signing of bid

7.1 The person or persons signing the bid shall sign all pages of the bid document, except for unamended printed literature.

7.2 Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

8. Sealing and marking of bids

8.1 The bidder shall seal the Part-I of the bid in separate envelope, duly marking the envelope as Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications "- PART-Technical".



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****8.2 The envelope shall:**

- a. be addressed to the bank at the address given below;

Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai, PIN 600 014, India.

- b. bear the project name and a statement: "DO NOT OPEN BEFORE_____", to be completed with the time and the date specified below.

9. Deadline for submission of Bids

9.1 Deadline for bid submission is 10.04.2019, 03.00 P.M. The bid document along with required enclosures should be submitted at the place mentioned in clause No.8.2 either in person or it can be sent by post but it should reach the concerned officer on or before 3.00 P.M. on 10.04.2019.

9.2 In the event of the specified date for the submission of bids, being declared a holiday for the bank, the bids will be received up to the appointed time on the next working day.

9.3 The bank may, at its discretion, extend this deadline for the submission of bids by amending the bid documents, in which case all rights and obligations of the bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

9.4 Any bid received by the bank after the deadline for submission of bids prescribed by the bank will summarily be rejected and returned unopened to the bidder.

10. Opening of bids by bank

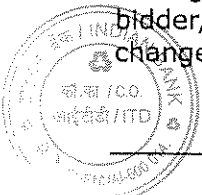
10.1 The bids (PART-I) will be opened in the presence of bidders' representatives.

10.2 The bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the bidder.

10.3 The technically qualified bidders will be intimated to participate in the Online reverse auction process (Part-II), to identify Lowest Quoted (L1) bidder. Online reverse auction procedures and timings will be informed separately. Technically qualified bidders will be informed the modus operandi for this purpose and bidders will have to abide by the e-business rules.

11. Clarification of bids

During evaluation of the bids, the bank may, at its discretion, seek clarification from the bidder/s. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.



12. Evaluation Criteria**12.1 General Evaluation**

- a) The Bank will examine the quote to determine whether they are complete, whether the documents have been properly signed and whether the quote is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of quote documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

12.2 Technical Evaluation

- a) The Bidder should satisfy all the qualification criteria mentioned in Section V of this bid.
- b) The hardware and software offered should meet all the technical specifications as stipulated in the bid.

12.3 Commercial Evaluation

- a) Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1(Lowest) bidder for awarding contract.
- b) The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of taxes only of the goods offered etc.

13. Bank's right to accept any bid and to reject any or all bids

The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

14. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances

15. Signing of Contract

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank.

16. Awarding of Contract

Acceptance of purchase order should be submitted within 5 days of purchase order along with authorisation letter. If for any reason L1(Lowest) bidder backs out after issuance of purchase order or the purchase order issued to the L1 (Lowest)bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.



17. Adoption of integrity pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Purchaser, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Purchaser, shall be considered eligible for participate in the bidding process.
3. The Bidders shall submit signed Pre Contract Integrity pact as per Annexure-I. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. final payment or the duration of the Warranty/Guarantee /AMC/ATS if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. Integrity pact shall be signed by the person who is authorized to sign the Bid.
10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Purchaser are as under:

Shri. K.Saleem Ali, IPS (Retd) Email:Saleemali53@gmail.com

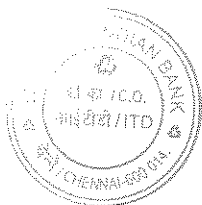
18. Other Terms and Conditions

- i. The cost of preparing the proposal including visit / visits to the bank is not reimbursable.
- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorised signatory and kept with Part-I. A certificate to the effect that the authorised signatory has authority to bind the company should also be attached along with the Part-I.



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SECTION – III – CONDITIONS OF CONTRACT

1. DEFINITIONS

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipments.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser 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 as far as may be necessary for purposes of such performance.

2.2 The Supplier shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

3. PATENT RIGHTS

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. PERFORMANCE SECURITY

4.1 Within 15 days of issue of Purchase Order, the supplier shall furnish to the Purchaser the Performance Security equivalent to 10% of the Contract Amount in the



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form of a Bank Guarantee, valid for 63 months with further one month claim period, in the format enclosed.

4.2 The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

4.3 If not invoked, the Performance Security will be discharged by the Purchaser and returned to the Supplier after expiry of claim period.

5. INSPECTIONS AND TESTS

5.1 The Purchaser or its Representative/s shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any Representatives retained for these purposes.

5.2 Any charges payable to the Purchaser's Representative designated for inspection shall be borne by the Purchaser.

5.3 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

5.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

5.5 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment.

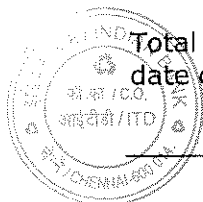
6. PACKING

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between equipment and connecting to power supplies. The Supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites. Data/electrical cabling will be done by the Bank. Supplier has to provide the power cables required to install the systems being supplied.

7. DELIVERY SCHEDULE

The equipments should be delivered within five (5) weeks from the date of issue of purchase order and installed within six (6) weeks from the date of delivery. On delivery the Program Manager / Account Manager of successful bidder is expected to contact the respective in-charge, plan the installation in coordination with Indian Bank team and should complete the installation within the schedule.

Total time for Delivery and Installation should not exceed eleven (11) Weeks from the date of Purchase Order.



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****8. PLACE OF DELIVERY**

- I. Indian Bank, Tata Communications Building,
#4, Swami Sivananda Salai
Chennai -600002.
- II. Indian Bank, Tata Communication Building,
Software Layout Area, CFC-1, Hi-Tech City,
Madhapur, Hyderabad – 500 081.

9. DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirements. Road permits will not be given / arranged by the purchaser. The supplier has to make his own arrangements to deliver the equipments at the site provided by Bank.

The details of shipping and / or other documents to be furnished by the Supplier are as follows.

- I. Copy of the Supplier Invoice showing contract number, goods, description, quantity, unit price, total amount;
- II. Delivery Note, acknowledgement of receipt of goods from the Consignee;
- III. Insurance Certificate;
- IV. Manufacturer's / Supplier's Warranty Certificate;
- V. License Certificates.

10. INSURANCE

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.

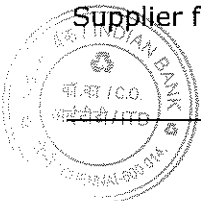
The supplier should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery. For any damage to the delivered goods due to non availability of storage cum erection policy, the supplier has to bear the losses.

11. INCIDENTAL SERVICES

11.1 The Supplier is required to provide the following services.

- a. Performance or supervision of on-site assembly and / or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and / or maintenance of the supplied goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

11.2 Performance or supervision or maintenance and / or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and Prices charged by the Supplier for the incidental services, should form part of the price quoted.



12. COMPREHENSIVE ONSITE WARRANTY AND AMC

All the equipments supplied and installed will be under a comprehensive onsite warranty of three years from the date of installation and comprehensive onsite AMC has to be renewed for subsequent two years after warranty period.

- I. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current model(s) and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- II. This warranty shall remain valid for 36 months for Hardware after the Goods have been installed at the final destination indicated in the Contract, or for forty two (42) months for the hardware after the date of receipt of shipment at the destination, whichever period concludes earlier. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- III. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- IV. If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

13. PAYMENT

Supplier will have to submit the documents at our office alongwith request letter for payment.

- I. **On Delivery:** Eighty (80)% of the price of the Systems delivered will be paid within 15 days of submission of Invoice copy and Proof of delivery duly counter signed by the Bank's Representative, Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy.
- II. **On Installation:** Twenty (20)% of the price of the Systems delivered and installed will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.
- III. AMC/ATS payment for Hardware/ software will be made annually in advance (except Microsoft products). For Microsoft Products, payment will be made two years in advance.

TDS will be deducted for the payment, if applicable.

14. CHANGE ORDERS

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

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



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14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

16. LIQUIDATED DAMAGES

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% for each location. If the equipments are not delivered in time, the Bank may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of system to that location, for the purpose of calculation of Liquidated Damages.

17. TERMINATION FOR DEFAULT

17.1 The Purchaser, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

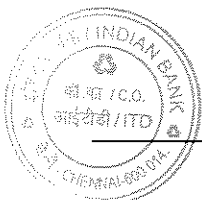
- a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

or

- b. if the Supplier fails to perform any other obligation(s) under the Contract.

- c. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:



"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.

17.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

18. FORCE MAJEURE

18.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

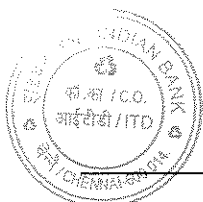
If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. TERMINATION FOR CONVENIENCE

19.1 The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.



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20.1 If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

20.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure. The dispute resolution mechanism to be applied shall be as follows:

(a) In case of dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

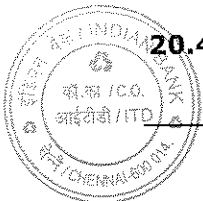
(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

20.4 Notwithstanding any reference to arbitration herein,



- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due to the supplier.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

21. CONFIDENTIALITY

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

22. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

23. INSTALLATION

The Supplier is responsible for all unpacking, assembling, wiring, installations, cabling between equipment and connecting to power supplies. The Supplier will test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware and software at all installation sites. Data/electrical cabling will be done by the Bank. Supplier has to provide the power cables required to install the systems being supplied.

24. MAINTENANCE AND SUPPORT (SLA)

During the Warranty the Supplier should respond within 2 hours to call logged and commence repair work within 4 hours. If The problem is not sorted out within next 4 hours penalty @ Rs.10,000 for every additional two hours or part thereof will be levied from the successful bidder (i.e after 8 hours from time of logging call) and the accumulated penalty will be deducted from the payment due to the vendor. If no payment is due for the penalty calculated and agreed upon should be paid to the bank by successful bidder before the expiry of the contract. If the successful bidder fails to pay the penalty by end of contract period, bank may invoke the performance guarantee for the sum equivalent to the amount receivable by the bank. If standby is provided, then the faulty hardware/software must be repaired or replaced with equal or higher configuration within 2 working day excluding the day of reporting. All the software/Equipment supplied should be with 24*7 support, irrespective of holidays. The supplier shall provide a local number / National toll free number which can be accessible round the clock from all the delivery locations, for registering /reporting any maintenance requirements. An escalation matrix with timelines has to be provided. During the warranty and AMC, the supplier shall provide and install updates and upgrades (including new software version release) for all products supplied under this contract along with customization and documentation at no additional cost to the bank (it includes future upgrades/updates/version changes). If the same failure happens for the same equipment more than once in a month, the cumulative downtime for penalty will be taken from the time of logging of call to till the equipment is brought up for all calls except the first call.

25. TRAINING

For each hardware and software installed, the Supplier is required to provide training to the designated Bank's personnel to enable them to operate effectively. A team of up to 15 Bank staff have to be trained on the administration of all the installed products

26. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the hardware/software supplied. The language of the documentation should be English.

27. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

28. IT ACT 2000

The equipments to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

29. LIMITATION OF LIABILITY

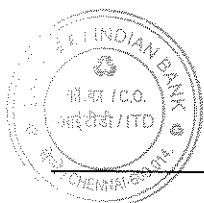
Supplier's aggregate liability under the contract shall be limited to 100% of the contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.

b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

30. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.



31. AUTHORIZATION LETTER FROM OEM

The bidder has to obtain and submit Authorization letter as per format 6 of Section VI from Original Equipment Manufacturer (OEM). If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

32. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

33. BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank reserves the right to increase or decrease the quantities mentioned in the bidding document up to an extent of 25% of quantity mentioned in the bid without any change in unit price and other terms and conditions. If Bank decides to place "Repeat Order", the same shall be placed by the Bank within 6 months from the date of Purchase Order.

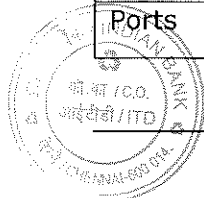
34. GENERAL TERMS

1. Any other equipment, devices, software required to install above hardware need to be provided and installed without any financial implications.
2. All the hardware/software supplied should be under back to back support from OEM, OEM letter for the same to be submitted.
3. All equipments supplied should be factory assembled.
4. Call logging facility to be made available on 24*7 basis.
5. Make and Model of the quoted products should be furnished.
6. Part numbers for Hardware and System Software components should be furnished
7. Supplier has to install and reinstall (if needed) all the hardware necessary software and licenses without additional cost to the bank.
8. Supplier has to provide technical documents, brochure etc. for all the items quoted to prove future scalability requirements



SECTION IV
Annexure I
TECHNICAL SPECIFICATION
**1) DATA ANALYTICS SAS APPLICATION /MIS PORTAL SERVER/UPI&INDPAY
APP SERVER**

Make:		Model:	Quantity:8(5 for DC and 3 for DR)
Description	Specification		Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted		
Processor	Intel® Xeon® Gold -6154 3.00 GHz, 24.75 MB cache, 18 Cores		
Core/Processor	18 cores per processor		
Processor Speed	3.00 GHz		
L3 Cache	24.75 MB		
No of CPU-Min	Machine to be supplied with 2 Processor (Total 36 Core)		
No of Sockets-Max	2		
Chipset	Suitable Intel C620 series or above		
DIMM Slots	16 or Higher		
Memory Configuration	The System has to be supplied with at least 640 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules		
Memory Property	The System has to support a minimum Memory of 640 GB or Higher with memory mirroring/memory rank sparing		
RAID Controller	RAID Controller Support RAID Level 1 with hotspare disk configuration feature		
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks		
HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare		
PCI Compatibility	Slot	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	2 nos. of 10 Gbps dual port Ethernet card with Trans-receiver and 25 m FCoE cables		
Ports	4 or more USB 2.0/3.0 Ports to be supported		

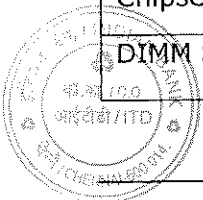


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Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches	
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.	
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc. should be supplied	

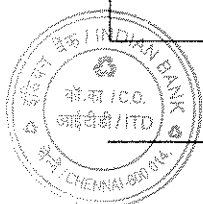
2) DATA ANALYTICS SAS DATABASE SERVER

Make:	Model:	Quantity:4 (2 for DC and 2 for DR)
Description	Specification	Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold -6152 2.10 GHz, 30.25 MB cache, 22 Cores	
Core/Processor	22 cores per processor	
Processor Speed	2.10 GHz	
L3 Cache	30.25 MB	
No of CPU-Min	Machine to be supplied with 2 Processor (Total 44 Core)	
No of Sockets-Max	2	
Chipset	Suitable Intel C620 series or above	
DIMM Slots	16 or Higher	



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Memory Configuration	The System has to be supplied with at least 1280 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 1280 GB or Higher with memory mirroring/memory rank sparing	
RAID Controller	RAID Controller Support RAID Level 1 with hotspare disk configuration feature	
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	
HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare	
PCI Slot Compatibility	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	2 nos. of 10 Gbps dual port Ethernet card with Trans-receiver and 25 m FCoE cables	
Ports	4 or more USB 2.0/3.0 Ports to be supported	
Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches	
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.	
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc.	

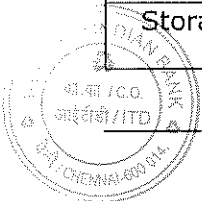


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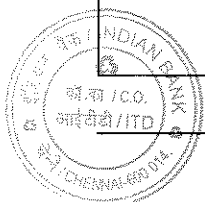
	should be supplied	
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3) SAN STORAGE – DC
Make:
Model:

Features	Specifications	Complied(Yes/No)
Storage Controller	The Storage System shall have a dual controller configuration running in an active-active mode configured as a 2-Way Cluster with automatic failover capabilities in case of one controller failure.	
Controller Cache Requirements	The system should be configured with 1024 GB cache across the two controllers with an ability to protect data on cache. In the event of unplanned power failure, data in the cache should be safely de-staged to the disks to protect data from loss. Minimum 256 GB should be provided as on-node cache (128 GB per controller), additional cache can be provided as on-node or SSD based cache. Cache should be mirrored and battery backed.	
Raid Level Support	The storage system should support raid levels 0,1,5,6,10 or equivalent and should provide the data protection and performance in-line with the raid levels 0,1,5,6,10. Further, in case of equivalent RAID other than RAID 0,1,5,6,10 the bidder has to provide the necessary documentation on the data protection and performance for the supported equivalent RAID configuration.	
Host Interface Support	The Storage System Shall have support for 16 Gbps FC & 1Gbps iSCSI Host Connectivity Protocols. The Storage System shall be configured with minimum 2 no. of 4x16 Gbps FC Ports	
Drive Technology Support	The Storage System should have support for SSD, 2.5'/3.5' SAS, 2.5'/3.5' NL-SAS Drives. Disk Drives should be available inline with the industry standards. The Storage System shall support a mix & match of different drive types (2.5" SAS/SSD/NL-SAS drives) within the same enclosure and 2.5" and 3.5" drive types in the same storage. The system must support intermixing of SSD, SAS and NL-SAS drives to meet the capacity and performance requirements of the applications.	
Storage Capacity	The storage system should be capable to scale up to atleast 450 drives when using SAS physical	



	storage capacity should scale up to atleast 1000 TB.	
	System should be linearly scalable on performance up to atleast 450 drives. Storage system quoted should be configured with all the required performance related licenses to achieve the maximum performance configuration	
	Storage System should be configured with: ❖ SSD pool of 3.84 TB/1.92 TB/960 GB SSDs and should have useable capacity of 79 TB configured in RAID 6 or equivalent. ❖ SAS pool of 1.8 TB 10K SAS disks and should have useable capacity of 75 TB configured in RAID 6 or equivalent	
Storage Built In Functionality	The Storage System shall have the ability to expand LUNS/Volumes on the storage online and instantly	
	The Storage System should have the capability to support Non-Disruptive Data migration across Volumes in the internal storage pool	
	The storage shall have the ability to create logical volumes without physical capacity being available (Thin Provisioned) or in other words system should allow over-provisioning of the capacity. The feature should be made available for the maximum supported capacity	
	The Storage should have the capability to provide QoS for the different LUNs configured in the system. The QoS parameters are user configurable.	
	The Storage System should be configured with the Capability to support creation of instantaneous or Point In Time Snapshot copies of volumes and also creation of full copy clones. The Copy feature needs to support incremental, thin-provisioned and reverse copy operations.	
	The Snapshot Feature needs to support at least 256 snapshot copies per volume. Required licenses for snapshots and clones should be provided.	
	The Storage System shall have the capability to support Storage Tiering to automatically manage Hot Spots in the system. The feature should automatically detect and non-disruptively move/promote individual volumes and sub-volumes between Solid State Drives/Cache and	

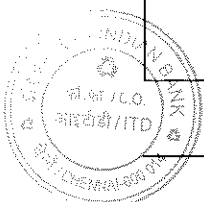


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	Spinning Drives (HDDs) to optimize price/performance ratio between the SSDs & HDDs.	
	The Storage System Should provide support for host multi-pathing drivers	
	The Storage system should support scale up/scale out architecture. The system should support minimum 4 controllers.	
Additional Advanced Software Features Supported	The Storage System shall support Synchronous & Asynchronous Replication for DR Strategy.	
	The Storage System should have the capability to support least disruption during data migration across volumes in the external storage pool to assist in data migration. Further, the storage system should have capability to support Non-Disruptive Data migration across Volumes in the same storage system.	
	Appropriate software licenses for usable capacity for (Production volume/Non-Production Volume, Flash Copy) need to be provided.	
Management	Easy to use GUI based and web enabled administration interface for configuration, storage management.	
	The GUI interface should be able to provide real time system performance data like IOPS, Bandwidth and CPU utilization. Necessary software required for the same and for Historical performance should also be Provided.	
AC Power	200-240VAC,50Hz	
OS Support	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX, VMware	
Built in Redundancy	The system shall support Fully Redundant & Hot Swappable Fans & Power Supplies. There shall be support for Non-Disruptive Microcode Update & Non-Disruptive Parts Replacement	

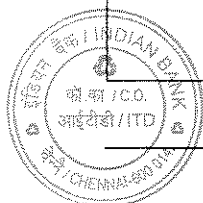
4) SAN STORAGE - DR
Make:
Model:

Features	Specifications	Complied(Yes/No)
Storage Controller	The Storage System shall have a dual controller configuration running in an active-active mode configured as a 2-Way Cluster with automatic failover capabilities in case of one controller	



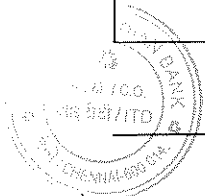
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	failure.	
Controller Cache Requirements	The system should be configured with 1024 GB cache across the two controllers with an ability to protect data on cache. In the event of unplanned power failure, data in the cache should be safely de-staged to the disks to protect data from loss. Minimum 256 GB should be provided as on-node cache (128 GB per controller), additional cache can be provided as on-node or SSD based cache. Cache should be mirrored and battery backed.	
Raid Level Support	The storage system should support raid levels 0,1,5,6,10 or equivalent and should provide the data protection and performance in-line with the raid levels 0,1,5,6,10. Further, in case of equivalent RAID other than RAID 0,1,5,6,10 the bidder has to provide the necessary documentation on the data protection and performance for the supported equivalent RAID configuration.	
Host Interface Support	The Storage System Shall have support for 16 Gbps FC & 1Gbps iSCSI Host Connectivity Protocols. The Storage System shall be configured with minimum 2 no. of 4x16 Gbps FC Ports	
Drive Technology Support	The Storage System should have support for SSD, 2.5'/3.5' SAS, 2.5'/3.5' NL-SAS Drives. Disk Drives should be available inline with the industry standards. The Storage System shall support a mix & match of different drive types (2.5" SAS/SSD/NL-SAS drives) within the same enclosure and 2.5" and 3.5" drive types in the same storage. The system must support intermixing of SSD, SAS and NL-SAS drives to meet the capacity and performance requirements of the applications.	
Storage Capacity	The storage system should be capable to scale up to atleast 450 drives when using SAS physical storage capacity should scale up to atleast 1000 TB.	
	System should be linearly scalable on performance up to atleast 450 drives. Storage system quoted should be configured with all the required performance related licenses to achieve the maximum performance configuration	
	Storage System should be configured with: ❖ SSD pool of 3.84 TB/1.92 TB/960 GB SSDs and should have useable capacity of 79 TB configured in RAID 6 or equivalent. ❖ SAS pool of 1.8 TB 10K SAS disks and	



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Date: 20/03/2019

	should have useable capacity of 45 TB configured in RAID 6 or equivalent	
Storage Built In Functionality	The Storage System shall have the ability to expand LUNS/Volumes on the storage online and instantly	
	The Storage System should have the capability to support Non-Disruptive Data migration across Volumes in the internal storage pool	
	The storage shall have the ability to create logical volumes without physical capacity being available (Thin Provisioned) or in other words system should allow over-provisioning of the capacity. The feature should be made available for the maximum supported capacity	
	The Storage should have the capability to provide QoS for the different LUNs configured in the system. The QoS parameters are user configurable.	
	The Storage System should be configured with the Capability to support creation of instantaneous or Point In Time Snapshot copies of volumes and also creation of full copy clones. The Copy feature needs to support incremental, thin-provisioned and reverse copy operations.	
	The Snapshot Feature needs to support at least 256 snapshot copies per volume. Required licenses for snapshots and clones should be provided.	
	The Storage System shall have the capability to support Storage Tiering to automatically manage Hot Spots in the system. The feature should automatically detect and non-disruptively move/promote individual volumes and sub-volumes between Solid State Drives/Cache and Spinning Drives (HDDs) to optimize price/performance ratio between the SSDs & HDDs.	
	The Storage System Should provide support for host multi-pathing drivers	
	The Storage system should support scale up/scale out architecture. The system should support minimum 4 controllers.	
Additional Advanced Software Features Supported	The Storage System shall support Synchronous & Asynchronous Replication for DR Strategy.	
	The Storage System should have the capability to support least disruption during data migration across volumes in the external storage pool to assist in data migration. Further, the storage system should have capability to support Non-Disruptive Data migration across Volumes in the	

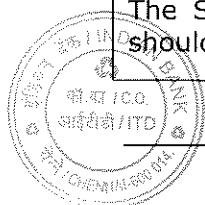


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	same storage system.	
	Appropriate software licenses for usable capacity for (Production volume/Non-Production Volume, Flash Copy) need to be provided.	
Management	Easy to use GUI based and web enabled administration interface for configuration, storage management.	
	The GUI interface should be able to provide real time system performance data like IOPS, Bandwidth and CPU utilization. Necessary software required for the same and for Historical performance should also be Provided.	
AC Power	200-240VAC,50Hz	
OS Support	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX, VMware	
Built in Redundancy	The system shall support Fully Redundant & Hot Swappable Fans & Power Supplies. There shall be support for Non-Disruptive Microcode Update & Non-Disruptive Parts Replacement	

5) SAN SWITCHES – 4 nos. (2 no. for DC and 2 no. for DR Site)
Make:
Model:

Specifications	Complied(Yes/No)
Non-blocking architecture with 48 ports in a single domain concurrently active at 16 Gbit/sec full duplex with no oversubscription.	
Each SAN Switch to be supplied with 48 Ports activated.	
All the ports should provide auto-sensing 4, 8 and 16 Gbit/sec capabilities for backward compatibility using appropriate SFPs	
The switch shall support different port types such as , F_Port, M_Port (Mirror Port), EX port and E_Port; D port (Diagnostic port)	
The switch should be rack mountable and be supplied with proper rack mount kit to mount in a standard 42U rack.	
Non-disruptive Microcode/ firmware Upgrades and hot code activation.	
The switch shall support minimum Aggregate bandwidth of 768 Gb/sec (48 ports × 16 Gbit/sec (data rate) end to end)	
Should support Quality of Service (QoS) to help optimize application performance in consolidated, virtual environments. It should be possible to define high, medium and low priority QOS zones to expedite high priority traffic.	
The Switch should be configured with the Zoning and ISL Licenses, should support frame based ISL trunking.	



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The switch shall be able to support ISL trunk up to 128 Gbit/sec between a pair of switches for optimal bandwidth utilization and load balancing.	
Support for web based management and should also support CLI.	
The switch shall support advanced zoning (Port/WWN based zoning) and ACL to simplify administration and significantly increase control over data access.	
It shall be possible to configure the switches with alerts based on threshold values for temperature, fan status, Power supply status, port status.	
Switch shall support POST and online/offline diagnostics, including RAS trace logging, environmental monitoring, non-disruptive daemon restart, FCping and Pathinfo (FC traceroute), port mirroring (SPAN port).	
Should provide enterprise-class availability features such as redundant and hot-pluggable components.	
Should have Back-to-front airflow	
Port to Port latency should not be more than 700 ns	
The switch should support Inflight Compression and Encryption	
The switch shall be supporting SNMP (v3) management and appropriate MIBs shall be provided.	
The switch should support Forward Error Correction and Dynamic Fabric Provisioning	

6) SERVER RACK - 2 nos. (1 no. for DC and 1 no. For DR Site)
Make:
Model:

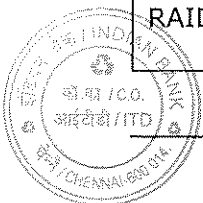
S No.	Functionality	Complied(Yes/No)
1	All the relevant product brochures and manuals must be submitted	
2	RACK should be same make as that of server make i.e. OEM make	
3	Standard 42U 600mmW/1200mmD fully perforated front & back door and side panels, holes should be evenly distributed from top to bottom to permit adequate airflow, preferably black Color.	
4	Rack doors should having locking arrangements both front panel and rear panel	
5	Adequate clearance between the installed rack component and the side panels of the rack	
6	One number Earthing Kit, One number Cable Manager Horizontal 1U	
7	The bidder should provide 2 (two) nos. Power Distribution Units (PDU) - PDU should have a 32A MCB, a neon Indicator,	

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	16 x IEC C13 Sockets (10 A) and at least 3.0 meter cable for connection to the external power source	
8	Castors (One set of 4), two numbers mounting hardware (Each Pack of 10)	
9	The bidder should terminate the Jack Panel and its necessary components using Cable Manager	
10	The bidder shall have to mount new as well as existing servers in the rack and will have to provide the rack mounting kit accordingly	
11	Compliance to EIA-310-D. The bidder has to supply Rack design diagram	
12	Supporting 900 Kgs load or higher. Bottom cover with knock out holes for cable entry to be provided	
13	Three pairs of horizontal support shall be fitted on both right and left sides	
14	Copper based Electrical Grounding / Earthing Strip	
15	Rack should be provided with Blanking plates covering all 42 U in combination of 1U and 2U.	
16	Adjustable screw legs – 4 No	

7) RTGS/NEFT APP SERVER

Make:	Model:	Quantity:4(2 for DC and 2 for DR)
Description	Specification	Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold – 6144 3.50 GHz, 24.75 MB cache, 8 Cores	
Core/Processor	8 cores per processor	
Processor Speed	3.50 GHz	
L3 Cache	24.75 MB	
No of CPU-Min	Machine to be supplied with 2 Processor (Total 16 Core)	
No of Sockets-Max	2	
Chipset	Suitable Intel C620 series or above	
DIMM Slots	16 or Higher	
Memory Configuration	The System has to be supplied with at least 256 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 256 GB or Higher with memory mirroring/memory rank sparing	
RAID Controller	RAID Controller Support RAID Level 1 with	



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	hotspare disk configuration feature	
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	
HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare	
PCI Slot Compatibility	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	Two numbers of dual port ethernet cards of 10/100/1000 Mbps Network ports.	
Ports	4 or more USB 2.0/3.0 Ports to be supported	
Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches	
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.	
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc. should be supplied	

8) RTGS/NEFT DATABASE SERVER
Make: Model: Quantity:4(2 for DC and 2 for DR)

Description	Specification	Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold - 6146 3.20 GHz, 24.75 MB	

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	cache, 12 Cores	
Core/Processor	12 cores per processor	
Processor Speed	3.20 GHz	
L3 Cache	24.75 MB	
No of CPU-Min	Machine to be supplied with 1 Processor (Total 12 Core)	
No of Sockets-Max	2	
Chipset	Suitable Intel C620 series or above	
DIMM Slots	16 or Higher	
Memory Configuration	The System has to be supplied with at least 256 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 256 GB or Higher with memory mirroring/memory rank sparing	
RAID Controller	RAID Controller Support RAID Level 1 with hotspare disk configuration feature	
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	
HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare	
PCI Slot Compatibility	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	Two numbers of dual port ethernet cards of 10/100/1000 Mbps Network ports.	
Ports	4 or more USB 2.0/3.0 Ports to be supported	
Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches	
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.	

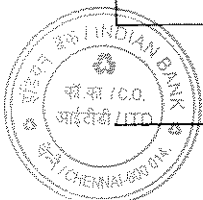


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Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc. should be supplied	

9) RTGS/NEFT UAT SERVER
Make: **Model:** **Quantity:1(for DC)**

Description	Specification	Complied(Yes/No)
Model Name	All the relevant product brochures and manuals must be submitted	
Processor	Intel® Xeon® Gold – 5115 2.40 GHz, 13.75 MB cache, 10 Cores	
Core/Processor	10 cores per processor	
Processor Speed	2.40 GHz	
L3 Cache	13.75 MB	
No of CPU-Min	Machine to be supplied with 1 Processor (Total 10 Core)	
No of Sockets-Max	2	
Chipset	Suitable Intel C620 series or above	
DIMM Slots	16 or Higher	
Memory Configuration	The System has to be supplied with at least 160 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules	
Memory Property	The System has to support a minimum Memory of 160 GB or Higher with memory mirroring/memory rank sparing	
RAID Controller	RAID Controller Support RAID Level 1 with hotspare disk configuration feature	
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks	

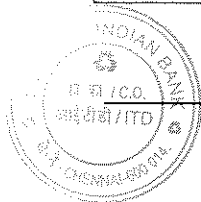


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HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare	
PCI Slot Compatibility	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.	
Network	Two numbers of dual port ethernet cards of 10/100/1000 Mbps Network ports.	
Ports	4 or more USB 2.0/3.0 Ports to be supported	
Video Controller	On Board Video Controller of at least 16 MB	
Rails	Should provide rack mounting kit and Rails to mount the server on RACK	
Form Factor	Rack Mountable, 2U or lower	
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches	
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.	
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)	
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode	
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media	
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc. should be supplied	

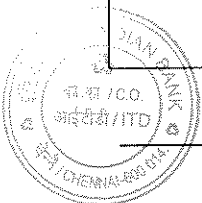
10) APP SERVER FOR UPI& INDPAY
Make: Model: Quantity:1(for DR)

Description	Specification
Model Name	All the relevant product brochures and manuals must be submitted
Processor	Intel® Xeon® Gold – 6152 2.10 GHz, 30.25 MB cache, HT, 22 Cores
Core/Processor	22 cores per processor
Processor Speed	2.10 GHz



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Description	Specification
L3 Cache	30.25 MB
No of CPU-Min	Machine to be supplied with 2 Processor (Total 44 Core)
No of Sockets-Max	2
Chipset	Suitable Intel C620 series or above
DIMM Slots	16 or Higher
Memory Configuration	The System has to be supplied with at least 768 GB RDIMM/LRDIMM (operating @2400 MHz or higher) using 32/64 GB DDR4 Modules
Memory Property	The System has to support a minimum Memory of 768 GB or Higher with memory mirroring/memory rank sparing
RAID Controller	RAID Controller Support RAID Levels 0,1,5,10 with hotspare disk configuration feature
HDD	The system should support at least 8 Nos. of 2.5 inch Hot Plug SAS Hard Disks
HDD Required	The System should be supplied with 3 nos. of 600 GB SAS 15K RPM and should be configured in RAID 1 with hot spare
PCI Slot Compatibility	4 PCI-Express 3.0 Slots or Higher with at least 2 free slots.
Network	2 nos. of 10 Gbps dual port Ethernet card with Trans-receiver and 25m FCoE cables
Ports	4 or more USB 2.0/3.0 Ports to be supported
Video Controller	On Board Video Controller of at least 16 MB
Rails	Should provide rack mounting kit and Rails to mount the server on RACK
Form Factor	Rack Mountable, 2U or lower
HBA Card	Two numbers of Dual Port 16 Gbps Fibre Channel HBA to connect to SAN Switches
OS Supported	Microsoft Windows Server 2012 R2 and above; Red Hat Enterprise Linux 6 and above; SUSE Linux Enterprise Server 11 and above; VMware vSphere (ESXi) 6.0 and above.
Warranty and AMC	Three Years Onsite Comprehensive Warranty and subsequent two years Annual Maintenance for the Hardware (24/7)
Redundancy	The System should be supplied with Redundant hot swappable Fans and redundant Power Supplies in 1 + 1 mode
System Driver & Utilities	The drivers for the system should be supplied on a CD/DVD Media
Accessories	The system has to be supplied with standard documentation, cables, Rack Mount Kit & Cable Management ARM. Accessories to connect to IP-KVM Switch, network switch, SAN (fibre), etc. should be supplied

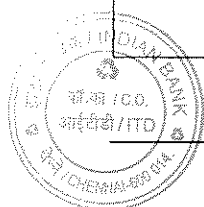


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Consolidated Hardware Requirement

S. No.	Description	DC Site	DR Site
1.	Rack Servers (DB) - (44 cores/ 1280 GB RAM)	2	2
2.	Rack Servers (APP) - (36 cores/640 GB RAM)	5	3
3.	SAN Storage (154 TB usable space (79 TB on SSD/75 TB on SAS)/Dual Controller/1024 GB Cache/16 Gbps FC)	1	0
4.	SAN Storage (124 TB usable space (79 TB on SSD/45 TB on SAS)/Dual Controller/1024 GB Cache/16 Gbps FC)	0	1
5.	Server OEM Rack	1	1
6.	48 port SAN Switch (48 ports activated with 16 Gbps SFPs)	2	2
7.	Rack Servers (APP) - (16 cores/ 256 GB RAM)	2	2
8.	Rack Servers (DB) - (12 cores/256 GB RAM)	2	2
9.	Rack Servers (UAT) - (10 cores/ 160 GB RAM)	1	0
10.	Rack Servers (44 cores/768 GB RAM)	0	1

Software Licenses (DC, DR Site):-
The following are the software licenses to be supplied:-

S. No.	Software Name	Requirement	Complied (Yes/No)
1.	Windows Server 2016/2019 Standard Edition (16 core pack)	20	
2.	Redhat Linux 7 Premium Subscription	12	
3.	MS SQL Server Enterprise (2 Core pack)	36	
4.	Backup Software - CA Arcserve UDP V5 Premium edition (Not considered for UAT servers)	38	



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5.	VMware vCloud suite standard	26	
6.	VMware SRM Enterprise Edition (pack of 25 license)	1	
7.	IBM MQ	400 PVU	
8.	IBM MQ High Availability Replica	840 PVU	
9.	JBoss Premium (16 cores pack)	3	

Other Terms and Conditions:

- 1) Bidder has to specify exact total Power, AC and Rack Space requirements for all the hardware quoted along with this quote.
- 2) Bidder has to provide warranty/support services for 5 years (3 yrs warranty + 2 year AMC) for all the hardware supplied by the bidder.
- 3) Bidder has to provide support & subscription for all software licenses (except Microsoft software licenses) supplied by the bidder for a period of 5 years.
- 4) Bidder has to provide Software Assurance for 4 years For Microsoft software products.
- 5) As and when OS/Storage/VMware/Database Patches, New Firmware Version is announced, Bidder has to inform the bank and install the same without any financial implications during Warranty and AMC period.
- 6) Any future releases/Version upgrades of OS/VMware and related system software, firmware of the systems to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period.
- 7) The laying of Fibre cables, FCoE cables, rack cable dressing and labeling should be done neatly without any financial implications by the bidder.
- 8) Detailed documentation of installation and solution has to be provided after successful installation.
- 9) All cables and accessories to implement connectivity between Server, SAN Switches, Core Switches & Storage to be provided by the bidder.
- 10) VMware vCloud Suite, VMware vCenter, VMware SRM, CA Arcserve and MS Windows Server Operating System will be upgraded to latest compatible versions available during the entire contract period.
- 11) The bidder shall provide perpetual license for software solution.
- 12) The bidder should supply all the licenses with Software Assurance (For Microsoft software products)/ Annual Technical Support (for all other software

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supplied) from respective OEM for a period detailed in technical specification from the date of delivery of the software.

Signature _____ Name _____ Designation _____



SECTION V**QUALIFICATION CRITERIA**

(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)

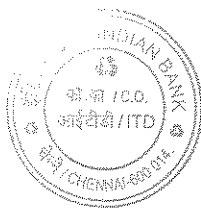
The Bid will be rejected and will not be processed further, if the following conditions are not met.

1. The Bidder should be Limited Company and should be in existence in India for the last 5 years (as on 31.03.2018).
2. The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder.
3. The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks.
4. The Annual turnover should be more than Rs. 75 crores for the last three audited balance sheets of the bidder.
5. The Bidder should have supplied minimum of 30 Intel processor based servers (minimum of 10 Intel processor based rack server per order) to Banks/ Financial Institutions/ Government Organizations in India in the last three financial years.
6. Either OEM or Authorized Agents (SI) on behalf of OEM can bid in tender but not both.
7. The bidder should have service center in Chennai and Hyderabad. The Postal Address of the service center along with proof of address should be provided with the bid.
8. The bidder has to offer the complete system as project. The bidder will offer all peripheral equipment like DIMM, System Boards, NIC etc. to work in active-active dual production mode. However the Bank reserves the right to not to procure the peripheral equipments from the bidder. The evaluation will consider whether the bidder has assured upgradations as and when required for the duration of the project. In case of upgradations, the Bank will have the right to renegotiate the rates (depending on the prevailing rates) and go in for higher configurations (as per technological developments at that time). The bank has the right to not procure the system required for upgradation.



SECTION VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

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SECTION – VI**1. BID FORM****FORM OF BID**

(Bidders are required to furnish the Form of Bid)

Date: _____

To

Indian Bank
Corporate Office,
Information Technology Department
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014, India.

Sub: Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications.

Ref: CO:ITD:1794/R1:2018-19 dated 20.03.2019.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

We undertake to integrate the Hardware, Operating system with Application Software and RDBMS in close co-ordination with the Respective vendors.



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Date: 20/03/2019

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated thisday of 201.....

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)
.....

Mobile:

Email



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****2. SELF DECLARATION – BLACKLISTING**

The Assistant General Manager
Information Technology Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications.

Ref: CO:ITD:1794/R1:2018-19 dated 20.03.2019.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****3. BID SECURITY FORM**

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of (Name of Country), having our registered office at (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

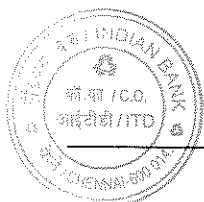
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorised Official of Bank)

NOTE:

- 1.The bidder should ensure that the seal and Code No. of the signatory is put by the banker, before submission of the Bank Guarantee.
- 2.Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****4. CONTRACT FORM**

THIS AGREEMENT made theday of.....201 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO:ITD:1794/R1:2018-19 dated 20.03.2019 for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

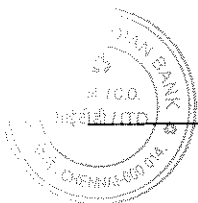
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

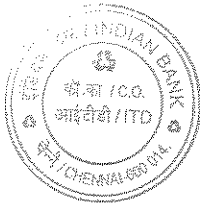
TOTAL VALUE:

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****DELIVERY SCHEDULE:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to supply and maintain (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until theday of.....201.....

Signature of Authorised Official with Seal

.....

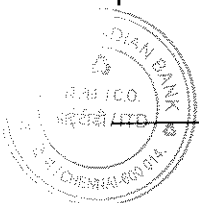
Date.....201..

Address:.....

.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 63 months and claim period is 1 month as per Clause 4 (Performance Security) of condition of contract.



Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****6. MANUFACTURERS' AUTHORIZATION FORM**

No.

Dated

To

Dear Sir,

Sub: Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications.

Ref: CO:ITD:1794/R1:2018-19 dated 20.03.2019.

We who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Invitation for Bid.

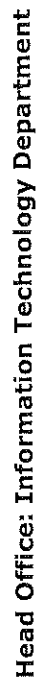
We hereby extend our full Warranty as per Conditions of Contract for the goods and services offered for supply by the above Company against this RFP. We duly authorise the said Company to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the Manufacturer.





66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:1794/R1:2018-19

Date: 20/03/2019

7. Details of GOODS & SERVICES supplied

[illegible]

Signature of Authorised Official with Seal

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****8. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

Date:

Sub: Certificate of commissioning of equipment.**Ref:** Purchase Order No.

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____
(b) Description of the equipment _____
I Quantity _____
(d) Date of delivery _____
I Date of commissioning and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account:

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily* or

The supplier has failed to fulfil its contractual obligations with regard to the following:

(a)
(b)

Signature _____

Name _____

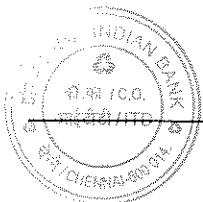
Designation with date and stamp _____

***Explanatory notes for filling up the certificates:**

(a) The Supplier has adhered to the time schedule specified in the contract in despatching the documents pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.

II In the event of documents having not been supplied or installation and commissioning of the equipment have been delayed on account of the supplier, the extent of delay should always be mentioned.





Head Office: Information Technology Department

66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:1794/R1:2018-19

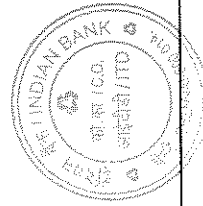
Date: 20/03/2019

9. SERVICE SUPPORT DETAILS

[illegible]

Date:

Signature of Authorised Official with Seal



10. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " 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 have been procuring computer systems and peripherals for its branches

M/s. Limited has been engaged in the business of supply and installation of computer systems including peripherals

The parties have entered into agreement dated _____ and established business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

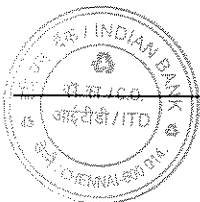
1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

Receiving party may use the information solely for and in connection with the Purpose.

2. Use of Confidential Information

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.



The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall 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 of the other party.

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:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

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

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

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

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

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

4. Term

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



Notwithstanding the above, the obligations of the receiving party 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 disclosing party to the receiving party, the disclosing party 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 same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party 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 receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party 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. 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.

10. 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

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019**

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.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

11. Jurisdiction

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

12. 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 authorised signatories

BANK

.....

M/s.

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****11. Undertaking of authenticity**

Sub: Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications.

Ref: CO:ITD:1794/R1:2018-19 dated 20.03.2019.

This has reference to Server being quoted to Indian Bank vide our Quotation No. _____
Dated _____

We hereby undertake that all the components/parts/assembly/software used in the Servers and other supplies under the above, like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system asked by Indian Bank in the purchase order shall be supplied along with the authorised license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the servers and other supplies already billed, we agree to take back servers and other supplies if already supplied and return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited.

We (system OEM Name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our Authorised Service Centre/Reseller etc.

Authorised Signatory

Name:

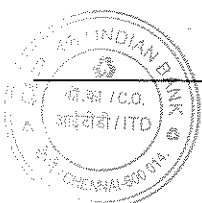
Designation

Place

Date

PS: (The above declaration has to be given by the company secretary duly

Signed on the Letter Head of the Company)



Ref: CO:ITD:1794/R1:2018-19
Date: 20/03/2019
12. PART-II (Price Breakup to be submitted by the Successful Bidder after Online Reverse Auction)

Date:

The Assistant General Manager
 Indian Bank, CO: Information Technology Department
 254-260 Avvai Shanmugam Salai
 Royapettah, Chennai 600 014.

Dear Sir,

Sub: Supply, installation and maintenance of IT infrastructure at DC and DR for Indpay, UPI, RTGS, NEFT, Data Analytics and Business Intelligence Applications.

Ref: CO:ITD:1794/R1:2018-19 dated 20.03.2019.

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details of Servers as per the specifications.

I. Cost of Hardware

S. No.	Item Description	Qty. (A)	Unit Price with 3 years warranty in Rs. (B)	AMC Price (C)		Total Price (Rs.)# D = A*(B+C)
				4 th year AMC	5 th Year AMC	
1.	Rack Servers (DB) - (44 cores/ 1280 GB RAM)	4				
2.	Rack Servers (APP) - (36 cores/640 GB RAM)	8				
3.	SAN Storage (154 TB usable space (79 TB on SSD/75 TB on SAS)/Dual Controller/1024 GB Cache/16 Gbps FC)	1				
4.	SAN Storage (124 TB usable space (79 TB on SSD/45 TB on SAS)/Dual Controller/1024 GB Cache/16 Gbps FC)	1				
5.	Server OEM Rack	2				
6.	48 port SAN Switch (48 ports activated with 16 Gbps SFPs)	4				

Ref: CO:ITD:1794/R1:2018-19
Date: 20/03/2019

7.	Rack Servers (APP) - (16 cores/ 256 GB RAM)	4				
8.	Rack Servers (DB) - (12 cores/256 GB RAM)	4				
9.	Rack Servers (UAT) - (10 cores/160 GB RAM)	1				
10.	Rack Servers (44 cores/768 GB RAM/)	1				
TOTAL						



Ref: CO:ITD:1794/R1:2018-19
Date: 20/03/2019
II. Cost of Software

S. No.	Item Description	Qty. E	Unit Price in Rs. (F)	AMC/ATS Cost of Software in Rs.					Total Price (Rs.)# M=E*F+L
				1 st year cost per unit (G)	2 nd year cost per unit (H)	3 rd year cost per unit (I)	4 th year cost per unit (J)	5 th year cost per unit (K)	
									$L=E*(G+H+I+J+K)$
1.	Windows Server 2016 Standard Edition (16 core pack) with four years Annual Technical Support (ATS)	20						Nil	
2.	MS SQL Server Enterprise Edition (2 Core pack) with four years ATS.	36						Nil	
3.	Redhat Linux 7 Premium Subscription with 5 years premium support	12							
4.	Backup Software - CA Arcserve UDP V5 Premium edition (Socket Based) with 5 years support / ATS	38							
5.	VMware vCloud suite standard with 5 years support / ATS	26							
6.	VMware SRM Enterprise Edition (pack of 25 license)	1							



Head Office: Information Technology Department

66, Rajaji Salai, Chennai 600 001

Ref: CO:ITD:1794/R1:2018-19

Date: 20/03/2019

[illegible]

Ref: CO:ITD:1794/R1:2018-19**Date: 20/03/2019****III. Summary**

S.No.	Description	Amount in Rupees#
1	Cost of Hardware (D) (As per Total of item I)	
2	Cost of Software (M) (As per Total of item II)	
	Grand Total (Total of S.No. 1 and 2)	

GRAND TOTAL PRICE IN WORDS: _____**# Note:** Price to include all duties, levies, freight, insurance, warranty but exclusive of GST.

We submit that we shall abide by the details given above and the conditions given in your above tender.

For

Office Seal

Place:

Date:

Mobile No:

Business Address:

(Authorized Signatory)

Name:

Designation:

Telephone No:



13.INTEGRITY PACT**INTEGRITY PACT Between****Indian Bank hereinafter referred to as "The Bank"****And****..... Hereinafter referred to as "The Bidder/Contractor"****Preamble**

The Bank intends to award, under laid down organizational procedures, contract(s) for The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

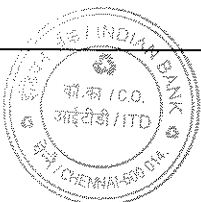
In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

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

Section 2 – Commitment of the Bidder(s)/Contractor(s)

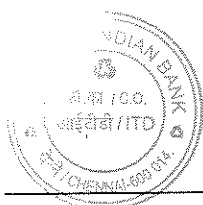
- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.



- (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- (e) The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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



Section 4– Compensation for Damages

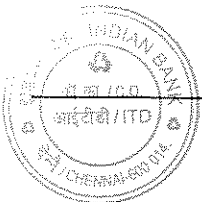
- (1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
- (2) If the Bank has terminated the contract according to Section 3, or if the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

Section 5 – Previous Transgression

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) The Bidder agrees that if he 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.
- (3) The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
- (4) The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
- (5) Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
- (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 Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
- (2) The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.



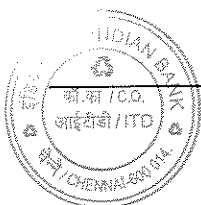
- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s)/Sub contractor(s)

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

Section 8 – Independent External Monitor / Monitors

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor 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. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractors(s)/Subcontractors(s) with confidentiality.
- (4) The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against



such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or payment of commission, the Bank 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.

Section 11 – Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



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

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank) . (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place _____ Place _____

Date _____ Date _____

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address)

Witness 2:

Witness 2:

(Name & Address) _____

(Name & Address)



14. CHECKLIST for Part – I

S. No.	Criteria	Documents are to be submitted along with bid
01	The Bidder should be Limited Company and should be in existence in India for the last 5 years (as on 31.12.2018).	Copy of the Certificate of Incorporation/ Certificate of Commencement of Business issued by the Registrar of Companies.
02	The Bid should be accompanied by a Bid Security of required amount	Original Bank Guarantee for the required amount should be attached as per format 3 of Section VI.
03	The Bidder should be a Net profit earning organisation for the last three audited balance sheets years of the bidder.	Copy of Audited Balance Sheet for the last three (2015-16, 2016-17 & 2017-18) years should be attached.
04	The annual turnover should be more than Rs. 75 crores for the last three audited balance sheets of the bidder.	
05	The Bidder should have supplied minimum of 30 Intel processor based servers (minimum of 10 Intel processor based rack server per order) to Banks/ Financial Institutions/ Government Organizations in India in the last three financial years.	Copies of Purchase Order issued by concerned Organisations should be attached as per format 7 of Section VI along with letter of satisfaction from the respective Buyer.
06	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently	Self Declaration as per format 2 of Section VI should be attached for non-black listing.
07	The bidder should have service center in Chennai and Hyderabad. The Postal Address of the service center along with proof of address should be provided with the bid.	Support Centre Details along with copy of Latest Landline Bill/Insurance Policy/Lease Agreement should be attached as per format 9 of Section VI.
08	Bid Form	Bid Form signed by the Authorised Official of the Bidder should be attached as per format 1 of Section VI.
09	Manufacturer's Authorisation Form(MAF)	MAF obtained from the concerned OEMs should be attached as format 6 of Section VI.
10	Integrity Pact (IP)	As per format 13 of Section VI (in Rs. 100/- stamp paper)
11	Undertaking of Authenticity	Undertaking issued by Company Secretary should be attached as per format 11 of Section VI
12	Technical Compliance	Compliance to be given as per Annexure - I