

PANDYAN GRAMA BANK
Information Technology Department
2-70-1, Collectorate Complex, Virudhunagar -626002

RFP No. 4/17-18 dated 20/07/2017

**Request for Proposal (RFP) for supply and installation of Servers and Core routers at its
Data Centre, Chennai and Data Recovery Site, Hyderabad**

INTRODUCTION

PANDYAN GRAMA BANK invites tenders for supply and installation of **Servers and Core Routers (hereinafter collectively referred to as 'Hardware')** at its **Data Centre, Chennai and Data Recovery Site, Hyderabad**. The quantity and technical specifications of the hardware intended to be procured is in **Annexure 1**.

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

1. PROJECT SPECIFIC TERMS & CONDITIONS:

1.1. SCHEDULE OF BIDDING PROCESS:

Date of Issue of RFP	20.07.2017
Last date and time for Submission of Bid	10.08.2017 at 4.00 hrs.
Date and time of Opening of Technical Bids	10.08.2017 at 4.30 hrs.
Date and time of opening of Commercial Bids	Will be advised to the technically Qualified bidders individually.
Contact officials	Mr. R.Muniyandi , Chief Manager Mr. J.Praveen Kumar, Manager
Contact e-mail ID	cppcpgb@gmail.com itd@pgbnet.in

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

Sl.No.	Description	Amount in Indian Rupees
1.	Cost of Bid document (Refer clause 2.1 of the RFP)	5,000
2.	EMD (Refer clause 2.1 of the RFP)	5,00,000

1.3. BIDDER'S QUALIFICATION CRITERIA:

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

1. The bidder is registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 4 years as on date of RFP. The certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid.
2. The bidder is an ISO 9001 / ISO 14001 certified company. Valid ISO Certificate of the Hardware – (includes Servers and Routers) manufacturing / Assembly / integration facilities anywhere located in India or abroad should be submitted. Copy of ISO Certificate to be submitted along with technical bid.
3. The bidder must have infrastructure support with direct service centers or exclusive franchisee service centres in Chennai and Hyderabad. **Of which at least 1 direct service center is mandatory.** These locations should be staffed with personnel having relevant technical qualifications relating to hardware / peripherals and should have adequate experience in troubleshooting technical issues pertaining to hardware proposed to be procured under this bid. Bidder to submit the service centre details as per format provided in Annexure VI of the RFP along with the technical bid.
4. The Bidder has registered a turnover of at least Rs.50 Crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three (3) financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.
5. The bidder has registered net profit (after tax) for at least one financial year. Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding three (3) financial years as per audited accounts. Bidder should submit copy of audited balance sheet and profit loss account for the last three (3) financial years along with the technical bid.

6. The bidder had successfully executed two (2) orders comprising supply and installation of hardware worth for Rs. 1.00 crore per order in any State / Central Government / PSU / Banking / Insurance company in India in the last three (3) financial years other than Pandyan Grama Bank. The bidder should have implemented the similar project across Tamil Nadu in the above-referred order. Certificate from the client or Copy of Purchase Order should be submitted along with the technical bid.

7. The Bidder should be original equipment manufacturer (OEM) or the premium partner/ authorised reseller of the hardware. The Bidder must be in position to provide support / maintenance / upgradation during the period of contract with the Bank.

In case of premium partner / authorised reseller, Manufacturer authorization Form to this effect from OEM must be furnished. The authorization letter, addressed to the Bank, inter alia, should include the following.

a) Authorizing the bidder to quote for this tender.

b) Commitment from OEM that the hardware will be delivered within the stipulated delivery period in the RFP.

c) In the event of bidder not providing adequate support or spares during the contract period, OEM shall provide the same at the same terms and conditions as agreed upon by the bidder.

d) Spares will be made available for at least 7 years (from the date of awarding the contract) for the hardware quoted.

8. Bids should be accompanied by a certificate (as per format given in Annexure V) Issued by the company secretary, certifying that all the components/ parts/assembly/software used in the hardware were original/new components/parts/assembly/software, and that no refurbished/duplicate/ second hand components /parts / assembly /software were being used or would be used.

9. The Bidder has not been blacklisted by any Government / Government agency / Banks / Financial Institutions in India in the past. Self-declaration to that effect should be submitted along with the technical bid.

10. Bidder should submit technical company details as well as details of the hardware as per Annexure I and Annexure II(B) along with technical bid.

11. Bidder has performed their obligations within the timeline stipulated in any of the earlier contracts awarded by the Bank, during the last 2 years.

The bidder shall furnish relevant documents / self declaration supporting the above eligibility/ qualification criteria along with the technical bid

1.4. PRE-DISPATCH INSPECTION, DELIVERY & DELAYS IN THE BIDDER'S PERFORMANCE

a) The hardware should be delivered to Chennai and Hyderabad within 6 weeks from the date of acceptance of the Purchase Order. The address of location for delivery of hardware will be advised through Purchase Order.

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

c) If this delivery schedule is not maintained, a penalty of one percent (1%) of order value for each week or part thereof of the delay subject to a maximum penalty not exceeding 5 percent (5%) of the hardware cost will be levied from the expiry of due date (i.e. from 6 weeks of acceptance of Purchase Order).

d) Failure of the successful bidder to comply with the above Delivery schedule, as stipulated in clause 1.4 (c) & (d), shall constitute sufficient grounds for the annulment of the award of contract and invocation of bank guarantee (delivery). In such an event, the Bank may call for new bids or order can be awarded to L2 bidder at its discretion.

e) Delivery for the above purpose is deemed to be complete as and when the items specified in Purchase Order for a specific location is delivered,

f) Necessary software utilities, patches and anti-virus software as provided by the bank should be loaded in the system at the time of installation.

1.5. INSTALLATION:

a) Successful Bidder shall complete the installation, configuration & operationalisation of the hardware at the locations as stipulated in the Purchase Order within 30 days from the date of delivery of the hardware.

b) Label indicating the telephone numbers, email address of the call centers and OS license details should be affixed on the top / side of the system without fail.

1.6. COMPREHENSIVE ON SITE WARRANTY:

The Successful Bidder shall warrant that the hardware supplied is new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials. The bidder shall warrant that all hardware supplied shall have no defect, arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied hardware. The hardware, peripherals associated software (including upgrades), equipments should have an initial comprehensive on-site warranty period of **3 years from the date of installation. The word 'warranty' in this document refers to 'comprehensive onsite warranty'.**

1.7. ANNUAL MAINTENANCE CONTRACT (AMC) & CHARGES:

a) The bidders shall quote AMC Charges under Table II in commercial bid (Annexure III) for a period of 4 years after the initial comprehensive onsite warranty period of 3 years in commercial bid. Such AMC rates shall be calculated on the total price quoted for items in Sl.No. 1 & 5.

b) AMC rates to be quoted for the post warranty period should be for a support similar to the one extended during warranty period.

c) Bank reserves its right to decide whether to enter into AMC with the successful bidder, for the post warranty period.

d) In case Bank decides to enter into Annual Maintenance Contract, the successful bidder shall ensure that the type of support / maintenance services extended for hardware during the AMC period of 4 years, after the initial comprehensive onsite warranty period of 3 years, is similar to the one extended during warranty period.

1.8. BANK GUARANTEE

a) Within 15 (Fifteen) days (inclusive of holidays) of the date of acceptance of the Purchase Order, the successful Bidder shall furnish a bank guarantee (for delivery) for a period of 4 months with a claim period of one month from the date of expiry of guarantee for an amount equivalent to 20% of the order value in the format as per Annexure VII.

b) Failure of the successful bidder to comply with the requirement as stipulated above shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the earnest money deposit. In such an event, the Bank may call for new bids or order can be awarded to L2 bidder at its discretion.

c) Bank guarantee (for delivery) as stipulated vide point (a) above shall be released by the Bank on successful completion of delivery of entire hardware ordered duly supported by documentary proof of delivery of hardware (Project Completion Report) to various locations as stipulated in Purchase Order and on submission of the Bank Guarantee for performance as stipulated vide clause 1.8 (e) of the RFP.

d) Similarly, one month prior to expiry of the guarantee (for delivery), the successful bidder shall furnish a fresh Bank Guarantee (for performance) for an initial period of 36 months for an amount equal to 5% of the order value covering the period of comprehensive on-site warranty (as per format enclosed in Annexure VIII) with a claim period of 3 months from the date of expiry of guarantee. The validity of the guarantee period shall cover the warranty expiry date of the last system supplied. This is equally applicable to hardware procured under clause 1.9 of this RFP.

e) The above-mentioned bank guarantees shall be issued by any scheduled Commercial bank other than PANDYAN GRAMA BANK.

f) Successful Bidder should inform the Guarantee Issuing Bank to forward the original guarantees directly to the Bank.

g) Bank reserve its right to invoke the Bank Guarantee (for delivery) on the following grounds as per terms and conditions stipulated in the Bank Guarantee:

- i. Delay / non-delivery of hardware beyond stipulated delivery schedule as per clause 1.4 of the RFP.
- ii. Non-submission of guarantee (for performance) as stipulated vide clause 1.8 (d) of the RFP.

1.9. PROCUREMENT OF ADDITIONAL HARDWARE:

Bank reserves its right to procure additional hardware items over and above the quantity mentioned in Annexure 1 of this RFP from the awardee of the contract at the determined rate (L1 rate) for supply to its Data Centre, Data Recovery Site ,Branches, Regional Offices located in the state and Administrative Office as per the additional terms and conditions as stipulated below:

- 1) The total value of such additional hardware procurement shall not exceed 25% of the value of the contract amount.
- 2) The period during which the Bank may exercise this option will be from September 2017 to March 2018.
- 3) The procurement of such hardware shall be done as and when required during the said period. Administrative Office will directly place orders with the supplier.
- 4) The technical specification of such additional hardware items should conform to the technical specification provided in Annexure 1 of this RFP or higher configuration.
- 5) Comprehensive onsite Warranty and AMC for such additional hardware will also be as per clause 1.6 and 1.7 of this RFP.

6) Bank, however, reserves its right to purchase the hardware items from any other vendor also during the said period.

1.10. PAYMENT TERMS:

a) 80% of the order value of the hardware on delivery of the hardware at the locations as per locations stipulated in the Purchase Order.

b) 20% of the order value of the hardware after successful installation, configuration, and operationalisation of the hardware as per Bank's requirement.

1.11. RELEASE OF PAYMENT:

a) **80% of the invoice Value:** Payment shall be released by the Administrative Office on submission of Invoices and delivery chalan duly countersigned by authorized official of the bank with name of the official, date and seal, after deducting penalty, if any, as per clause 1.4 (c) from the amount payable.

b) **20% of the invoice Value:** Payment shall be released by Administrative office on submission of installation cum warranty certificate duly countersigned by authorized official of the Bank with name of the official, date with seal .

1.12. PRICES AND TAXES

a. The quoted **prices shall be all inclusive i.e. inclusive of all taxes, duties and GST.**

b. Quoted prices shall be inclusive of technical service charges, if any, for erecting, testing and commissioning of hardware, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.

c. Prices should be furnished item-wise with break-up of unit costs as per Commercial bid in Annexure III.

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

e. Quoted Prices shall also be applicable for the additional procurement of hardware as per terms and conditions set out in clause 1.9 of the RFP.

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

g. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

h. The prices for the hardware that the Bidder will supply shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.

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

Any bid received, which is not in line with these conditions will be summarily rejected. Any commercial bid, which is conditional and/or qualified or subjected to suggestions or attaching any addendum / annexure, will also, be summarily rejected.

1.13. EVALUATION OF BIDS AND AWARDING THE CONTRACT

i) Evaluation of Technical Bids:

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

- a) Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by certified documentary evidence called for therein.
- b) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

ii) Evaluation of Commercial Bids:

Commercial bids of only the technically qualified short-listed bidders will be opened and evaluated for awarding the contract.

The Bank's evaluation of the **commercial bids** will take into account the following factors Status of Compliance of terms and conditions of clause 1.12 of this RFP.

iii) Determination of L1 Bidder and Awarding of Contract:

On completion of evaluation process of commercial bids and based on any other clarification submitted by the bidder in response to the Bank's query, if any, the bank will determine the L1 bidder as under:

The L1 bidder will be determined based on the price quoted in Sl.No. 6 in Table I of the Commercial Bid (Annexure III).

There will normally be no negotiation on the price. As such, bidders in their own interest should quote the most competitive prices. The Bank reserves the right to reject L1 bid if the same is found unreasonable.

2. GENERAL TERMS & CONDITIONS:

2.1 SUBMISSION OF BIDS

Bidders satisfying the technical and commercial conditions specified in this Request for Proposal (RFP) and ready to supply the said Hardware in conformity with the technical specifications given in Annexure I may submit their technical and commercial bids in the formats as per Annexure II (A&B), and Annexure III respectively. These bids should be submitted in two separate sealed covers superscribed as under:

1. TECHNICAL BID FOR SUPPLY OF HARDWARE (Duly filled in Annexure II(A&B)).
2. COMMERCIAL BID FOR SUPPLY OF HARDWARE (Annexure III).

The tender document is available only at the Bank's website "www.pandyangramabank.in", which can be downloaded and used and no printed copy will be supplied. A Bank Draft / Banker's Cheque of Rs. 5,000/- (Rupees Five Thousand only - non-refundable) favoring Pandyan Grama Bank and payable at Virudhunagar or Chennai should be submitted along with the technical bid towards the cost of the Bid document.

The bid should also be accompanied by Earnest Money deposit of Rs. 5,00,000/- (Rs. Five Lakh only) by way of a Demand Draft / Banker's Cheque for the amount in favour of PANDYAN GRAMA BANK, payable in Virudhunagar or Chennai. Bids received without the Demand Draft / Bankers Cheque mentioned above will be rejected. This earnest money will be refunded to all the unsuccessful bidders on finalisation of the awardee of the contract and to the successful bidder after receipt of the Bank guarantee (for delivery) as per clause 1.8 of this RFP. EMD will be refunded to technically disqualified bidder along with advice of disqualification.

The bids in sealed covers should be handed over to any one of the contact officials as per clause 1.1 of this RFP in Bank's Information Technology Department ,Administrative Office, Virudhunagar against acknowledgement on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP.

Any bid received by the Bank after the deadline for submission of bids will be rejected. In the event of the specified date and time 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.

All enquiries from the bidders, related to this RFP must be directed in writing exclusively to the contact person mentioned in clause 1 of the RFP, at least 7 days prior to last date for submission of bids. The preferred mode of delivering written questions to the aforementioned contact person would be through email followed by letter in writing. In no event Bank will be responsible in ensuring receipt of inquiries. **Extension / preponement of submission date and time will be at the sole discretion of the Bank.**

2.2 BID OPENING PROCESS:

The Bank will follow a two-stage bid opening process. These stages are:

1. Technical Bid opening and evaluation
2. Commercial bid opening and evaluation

In the first stage, the technical bids shall be opened in the presence of available authorised Representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short-listing of technically qualified bidders shall be based on the criteria set out in clause 1.13 of this RFP. The time, date and place of opening of commercial bids shall be advised to the technically qualified bidders individually either by email, fax or by letter.

In the second stage, the commercial bids of technically short-listed bidders shall be opened in the presence of authorised representatives of the short listed bidders who chose to remain at the time, date and venue informed to the short-listed bidders.

The evaluation of commercial bid will be based on the criteria set out in Clause 1.13(ii) of this RFP and selection of L1 bidder shall be based on the criteria set out in clause 1.13 (iii) of this RFP.

2.3 FURNISHING OF INFORMATION

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

2.4 FORMAT AND SIGNING OF BIDS

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

2.5 AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.6 AMENDMENTS TO RFP TERMS AND CONDITIONS:

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

2.7 OTHER CONDITIONS:

Wherever a particular brand is not specified for the peripheral items/ accessories, the quote for such products should be for major brands acceptable to the Bank. Bidders

should indicate the brand names of such peripheral items in the "Technical bid with Technical details as per specification given in Annexure I". Bank reserves its right to reject any brand and the bidders should supply the brand acceptable to the Bank at the same cost as quoted in the commercial bid.

2.8 CLARIFICATION

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

2.9 ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

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

2.10 BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

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

2.11 CONTACTING THE BANK

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

2.12 ACCEPTANCE OF CONTRACT.

Within 7 days (inclusive of holidays) of receipt of the Purchase Order, the successful Bidder/s shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and return it to the Bank as a token of having accepted the terms and conditions of the Purchase Order.

2.13 FORMATION OF CONTRACT.

The notification of award in the form of a Purchase Order or Letter and acceptance thereof by the bidder will constitute the formation of the Contract.

2.14 ASSIGNMENT

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

2.15 USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.16 PACKING

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

2.17 INSURANCE

The hardware supplied shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, up to & inclusive of the time till installation at the bidders cost.

2.18 TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the hardware within the period(s) specified in the Purchase Order.
- b) if the Bidder fails to perform any other obligations(s) under the Contract. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, hardware and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar hardware and related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

2.19 TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

2.20 FORCE MAJEURE

Notwithstanding the provisions of clauses 2.18 to 2.19 the Bidder shall not be liable for penalty or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

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

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.21 INCIDENTAL SERVICES

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

- a) Performance or supervision of on-site assembly and /or start-up of the supplied Goods;
- b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- c) Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of supplied Goods.

2.22 COPY RIGHT/LICENCE VIOLATION

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

2.23 RESPONSIBILITY FOR FAULT FREE OPERATION

The Successful Bidder, following the execution of the Contract, will assume total responsibility for the fault free operation of the hardware, associated application software and maintenance during the comprehensive onsite warranty period and provide necessary maintenance services for 4 years after the end of warranty period (in case AMC is entered by the Bank with the successful bidder).

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

98% uptime should always be maintained for resolving hardware problems at the locations where the Hardware supplied. The percentage of downtime will be calculated based on the time to repair / rectify a fault from the time the complaint is made to the time it is rectified. Successful Bidder should ensure that 10% of the hardware spares should be made available at the vantage point. Defective parts should be replaced within 24 hours of receipt of the complaint.

As part of preventive maintenance, during warranty and subsequent AMC period (If entered), all the purchases made under this tender will be serviced once in six months, and records for having done the preventive maintenance has to be furnished to Administrative Office, Virudhunagar.

The Bank will normally approach the successful bidder for any problem relating to these products. The Bank however reserves its right to take up directly with the manufacturers of these products and this condition shall be incorporated by the bidder in their contract / agreement with the manufacturers. During emergencies/ problem times, the branch / Regional office will make a call /complaint only to the local service centre / service engineer and **not** to a Central Help desk/ call centre for troubleshooting. This is applicable both during Warranty and post warranty (AMC) periods.

Successful bidder should support the operating system supplied along with hardware. In case of operating system corrupted / formatted due to any reasons, the vendor should reload / repair the operating system with all drivers and patches to the satisfaction of the Bank, without any additional cost to the Bank during the warranty as well as during the AMC period (in case bank chose to enter into AMC with the vendor after post-warranty period).

2.24 RESOLUTION OF DISPUTES

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

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

ANNEXURES

ANNEXURE I

A. QUANTITY & TECHNICAL SPECIFICATIONS FOR NEW HARDWARE

1. Servers: Quantity = 4

Annexure I (A) - MINIMUM HARDWARE SPECIFICATION OF SERVER

S No.	Description	Technical Specification	Complied (Yes /No)	Technical Specification Provided
1.	Model	HP/DELL/LENOVO/FUJITSU		
2.	Processor	Latest generation x86 architecture based 64-bit 2* 14Core Processor with Intel Xeon Processor E5-2690 v4@(2.6GHz or Higher Clock frequency). Multi-threading of processor should be available.		
3.	Cache memory	35 MB L3 cache Per Processor or Higher		
4.	Mother Board	Latest generation server class INTEL Chipset (should be compatible with the above mentioned processor model)		
5.	Bus Architecture & Slot Type	PCI Bus Architecture with minimum of 3 nos. of PCI-e slots, should support PCI Express revision version 3.0 with x4/x8/x16 configuration. Slots Must be compatible with 10 Gbps NIC, 16 Gbps FC HBA		
6.	Memory	4*16(64 GB) ECC DDR4 RAM (2133 MHz or higher) and upgradeable up to 768 GB RAM (registered ECC Fully buffered DIMM's)		
7.	VGA Card	Integrated Onboard Graphics		
8.	HDD Controller	Integrated SAS /SATA controller supporting Minimum 8 drives		
9.	RAID Support	RAID controller card with minimum of 512 MB cache RAID 0,1,1+0 ,5 support		
10.	Hard Disk Drive	2 * 800 GB or higher (15K RPM) SFF Hot Pluggable SAS HDD with 12 GBPS or higher Interface		
11.	SAN & FC- HBA Connectivity	The server should have Dedicated/ Native16 Gbps FC HBA dual port card with multi-pathing and load balancing		
12.	Tape Drive Connectivity	Should support tape drive to connect external LTO 6 tape.		

13.	LAN Connectivity	Minimum 8 nos. of 1Gig Ethernet ports		
		Additional minimum 4 nos of 10 Gig Ethernet ports with failover and load balancing.		
14.	Ports	Min 1 Serial Port and 4 USB 3.0 Ports		
15.	DVD Writer	Internal SATA DVD R/RW		
16.	Keyboard	104 Keys Keyboard		
17.	Mouse	Optical Scroll Mouse		
18.	Power Supply	Redundant Power Supply (1+1) with minimum 95% efficiency		
19.	Fan	Redundant Fans		
20.	OS Certification	Windows Server latest version/ Redhat certification		
21.	Form Factor	1U		
22.	Rack Support	Standard Railing kit		
23.	Remote Management	Should have LOM module for monitoring and management of servers.		
		Appropriate licenses for management and other software related should be added if required.		
24.	Warranty	3 Year onsite comprehensive warranty with 24 x 7 supports with 4 hours response time.		

2. Redhat Server License: Quantity = 3

Annexure I (B) – SPECIFICATION OF SERVER LICENSE

S No.	Description	Technical Specification	Complied (Yes /No)	Technical Specification Provided
1.	Server License	Red Hat Enterprise Virtualization Standard Support 3 year subscription		

3. Windows Server License: Quantity = 1

Annexure I (C) – SPECIFICATION OF SERVER LICENSE

S No.	Description	Technical Specification	Complied (Yes /No)	Technical Specification Provided
1.	Server License	Windows Server 2016 Standard edition (2*14 cores)		

4. Windows CAL License: Quantity = 1200

Annexure I (D) – SPECIFICATION OF CAL LICENSE

S No.	Description	Technical Specification	Complied (Yes /No)	Technical Specification Provided
1.	CAL License	Windows CAL License (Device based)		

5. Core Routers: Quantity = 2

Annexure I (E) – MINIMUM HARDWARE SPECIFICATION OF ROUTER

S No.	Description	Technical Specification	Complied (Yes /No)	Technical Specification Provided
1.	Core Routers	Cisco Core Router - ISR4451-X/K9		

Note:

- I. For each equipment quoted, a duly filled Technical Verification Data Sheet (TVDS) along with all supporting technical datasheets should be submitted.
- II. During technical evaluation, vendor may be asked to arrange all necessary hardware and software utilities for demonstration at Information Technology Department, Administrative Office, Virudhunagar. During Technical Evaluation the quoted product may be physically verified for the required tender specifications, tested for reliability, throughput, functionality and other features as decided by the TOEC. In case the vendor fails to bring the quoted products within the time frame given by the bank for evaluation, the bid shall be rejected and forfeit the EMD.
- III. Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system. Equipments not meeting complete tender specifications will not be considered for evaluation.

The TOEC will short list the Technical bids on the basis of technical parameters, including possible visit to inspect manufacturing and supply facilities, if considered necessary. Also, the short listed Bidders may be asked to bring one of each quoted model or improved latest model of same make as per specifications set out in the technical Annexure I for technical evaluation, along with their own test and measuring equipments, hardware / software and technical manpower at Information Technology Department, Administrative Office, Virudhunagar / at vendor premises or any other site as may be finalized by the Bank, as per schedule to be intimated to them

ANNEXURE II

ANNEXURE – II (A)

OFFER COVERING LETTER

**The General Manager,
Information Technology Dept,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar -626002**

Dear Sir,

Sub: Your RFP No. 4/17-18 dated 20/07/2017 FOR THE SUPPLY & INSTALLATION OF Servers & Core Routers:

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

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

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

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

Description	Amount in INR	DD / BC NUMBER	DATE OF THE DD	Name of issuing Bank & Branch
Cost of Bid Document	5,000/-			
EMD/ Bank guarantee Amount	5,00,000/-			

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE – II (B)

Format for Technical Bid

1) Name and Address of the Company		
2) Registered Address of the Company		
3) Location of factory/assembly /Integration		
4) Year of Incorporation		
5) Local/Contact Address a) Contact Person Name: b) Designation: c) Phone: d) Fax: e) Cell No: f) E-mail		
6) Year of receipt of ISO 9001 / ISO 14001 Certificate with Validity.		
7) Details of letter of Authorisation from OEM authorizing the bidder as reseller/channel partne .for participating in the bid. Letter to this effect from OEM should be enclosed.		
8) Details of at least 2 orders for similar project with a value greater than Rs 100 lacs each in any State / Central Government / PSU / Banking / Insurance company in the last 3 financial years.		
9) MAIT membership No., if any.		
10) Turnover and Net Profit of the company (Rs. In Crores)		
FINANCIAL YEAR	Turnover	Net Profit (After Tax)
2014-15		
2015-16		
2016-17		
11) Details of at least 2 orders for similar project with a value greater than Rs 100 lacs each in any State / Central Government / PSU / Banking / Insurance company in the last 3 financial years.		
12) a) Location and address of service centres at Chennai and Hyderabad. b) Number of specialized engineers attached to the service centres.		
13) Maximum years for which spares & support services available after delivery. (Duly supported by OEM/Vendor Certification.		
14) The vendor has not been blacklisted by any State / Central Govt./PSU/Banking/Insurance company in India in the past. The Vendor in their letter head shall provide undertaking to this effect.		

We attach herewith the proof of documents in compliance with Bidder's Qualification Criteria stipulated vide clause 1.3 of the RFP along with this technical bid.

We confirm that the prices quoted by us in the commercial bid are all inclusive as

stipulated by the Bank in clause 1.12 of the RFP No. 4/17-18 dated 20/07/2017. We also confirm that we agree to all the terms and conditions mentioned in this RFP No. 4/17-18 dated 20/07/2017.

Place

Authorised Signatory

Date

PANDYAN GRAMA BANK

ANNEXURE – III
Format for Commercial Bid

Name of Bidder :
Address of Corporate Office :
Cost of Hardware's :

TABLE I. COST OF HARDWARE

Sl.No.	Item of purchase	Product / Brand Name	Unit Price (₹)	Quantity	Total Price (₹)
1	Server (Configuration as per Annexure – I (A))			4	
2	Redhat Server License (Configuration as per Annexure – I (B))			3	
3	Windows Server License (Configuration as per Annexure – I (C))			1	
4	Windows CAL license (Configuration as per Annexure – I (D))			1200	
5	Routers (Configuration as per Annexure – I (E))			2	
6	Grand Total	xxx	xxx	xxx	

TABLE II. AMC CHARGES :(NOT RECKONED FOR L1 DITERMINATION):

SI No.	Details	AMC Charges Per Year in ₹	Number of years	Amount for 4 years in ₹
1	AMC Charges for 4 years after the initial comprehensive onsite warranty period of 3 years and shall be quoted on the price quoted in SI.No. 1 & 5 of the Commercial Bid. (Please refer clause 1.7 of RFP).			
	AMC Charges for Servers			
	AMC Charges for Routers			

Note:

1) For items of purchase under SI. No. 1 to 5 indicated above, please indicate clearly the Product / Brand Name for which the price is quoted.

2) L1 will be determined based on the lowest price quoted by any of the technically short-listed bidder, whose commercial bid is opened, under Serial No. 6 (Grand Total).

We certify that the hardware items quoted above meet all the Technical specifications as per Annexure I of the RFP No 4/ 17-18 dated 20/07/2017 and prices quoted are all in compliance with the terms indicated in clause 1.7 of the RFP No 4/ 17-18 dated 20/07/2017. We also confirm that we agree to all the terms and conditions mentioned in this RFP No 4/ 17-18 dated 20/07/2017.

Authorised Signatory:

Name and Designation:

Office Seal:

ANNEXURE IV

LETTER OF AUTHORISATION / MANUFACTURER AUTHORISATION FORM

(Bidder to attach separate authorisation letter for each of the authorisation)

We OEM of the Hardware hereby authorize M/s. _____ (name of the company with address) to quote prices for the following components of the hardware etc invited vide its RFP No. 4/ 17-18 dated 20/07/2017.

(Tick whichever is appropriate and strike out others)

Make and Model	Item Name
	Server
	Router

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

- a. Technical specification of the hardware / equipment quoted by the bidder meets the specifications stipulated in the above-cited RFP.
- b. In the event of bidder, not providing services or services provided by the bidder is not adequate, and then the same shall be provided to the Bank at the same terms and conditions of the RFP directly or thru other partners / authorized resellers equivalent to the bidder.
- c. The hardware / equipments for which the bid is submitted are for latest / running models and are not marked to be withdrawn during the next 12 months.
- d. Spares for the hardware / equipment quoted by the bidder will be available for at least 7 years from the date of delivery of the hardware / equipment.
- e. Delivery schedule stipulated in the RFP will be strictly adhered to.

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE –V

Undertaking of Authenticity for Servers and Routers

**The General Manager,
Information Technology Dept,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar -626002**

Sub: Supply of IT Hardware

Ref: 1. Your RFP reference no. 4/ 17-18 dated 20/07/2017.

With reference to the Hardware being supplied /quoted to you in response to the above RFP No 4 / 17-18 dated 20/07/2017., we hereby undertake that all the components / parts / assembly / software used in the hardware under the above shall be original new components/parts/ assembly /software only, 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 if asked for by you in the RFP, the same shall be supplied along with the authorized license certificate (example: Product keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg: Authorized Microsoft Channel in case of Microsoft Windows Operating System).

Should you require, we hereby undertake to produce the 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 IT Hardware/Software already billed, we agree to take back the supplied Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

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

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE VI
DETAILS OF SERVICE CENTRES WITH ENGINEERS DETAILS

We hereby certify that the Service Centres listed below are of our own and is in existence for more than 4 years. The location wise details with technically qualified engineers attached to each Service Centre are furnished below:

Name of the District	Service Centre with address and contact Number (To specify whether it is own or exclusive franchise).	Number of Service Engineers attached to each Service Centre s

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE –VII

PROFORMA OF BANK GUARANTEE (DELIVERY)

THIS GUARANTEE AGREEMENT executed at _____ this ____ day of _____ Two thousand Sixteen **BY:** _____ Bank, (*), a **body corporate constituted under** _____ having its Registered Office/Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

PANDYAN GRAMA BANK, a body corporate constituted under Regional Rural Bank Act, 1976 having its Administrative Office at 2 -70 -1, Collectorate Complex, Virudhunagar, 626002. (herein after referred to as "**the Bank**", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

ON BEHALF OF:

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

1. WHEREAS the Bank on _____, has entered into a contract with the vendor for supply of _____ (hereinafter collectively called "**the Hardware**") for installation at its Data Centre / Data Recovery Site / Branches / Regional and other Offices located across the Country.

2. AND WEHREAS pursuant to the Bid Documents, Purchase Order dated _____ and other related documents (hereinafter collectively referred to as "**the said documents**"), the Bank has agreed to purchase from M/s. _____ the said Hardware, more particularly described in the said documents, and the vendor has agreed to supply the said Hardware to the Bank, subject to payment of price as stated in the said documents and also subject to the terms and conditions, covenants, provisions and stipulations contained in the said documents.

3. AND WHEREAS pursuant to the above arrangement, the Bank has placed a purchase Order with the said vendors and the vendors has duly confirmed the same.
4. AND WHEREAS in terms of the said documents, the vendor has agreed to deliver the said Hardware within a maximum period of 6 weeks from the date of acceptance of the purchase order and to provide an unconditional irrevocable performance Bank Guarantee in favour of the Bank from a Scheduled Commercial Bank other than PANDYAN GRAMA BANK acceptable to the Bank for securing the Bank towards faithful observance and performance by the vendor of the terms, conditions, covenants, stipulations, provisions of the Contract / the said documents.
5. AND WHEREAS at the request of the vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only), being 20% of the contract value, towards faithful observance and performance by the vendor of the terms of the contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

6. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Virudhunagar forthwith, the sum of Rs. _____ or any part thereof, as the case may be, as aforesaid due to the Bank from the vendor, towards any loss, costs, damages etc., suffered by the Bank on account of default of the vendor in the observance and performance of the said delivery obligations and other terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding, notwithstanding any difference or any dispute between the Bank and the vendor or any dispute between the Bank and the vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

2. The Bank shall be the sole judge to decide whether the vendor has failed to perform the terms of the contract for supplying the Hardware, and on account of the said failure what amount has become payable by the vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
4. The liability of the Guarantor, under this Guarantee, shall not be affected by
 - i. any change in the constitution or winding up of the vendor or insolvency or any absorption, merger or amalgamation of the vendor with any other company, corporation or concern; or
 - ii. any change in the management of the vendor or takeover of the management of the vendor by the Government or by any other authority; or
 - iii. acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any law; or
 - iv. any change in the constitution of the Bank / vendor; or
 - v. any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantee(s) and/or Indemnities or any irregularity in the exercise of such powers.
5. Notwithstanding anything contained herein:
 - i. Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only);
 - ii. This Bank guarantee shall be valid upto.....; and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____ " (* *)"
6. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from, the courts of Madurai where the Bank has its Administrative Office shall alone have jurisdiction to the exclusion of all other courts.

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

SIGNED AND DELIVERED BY

The within named Guarantor,

_____,
by the hand of Shri. _____,
its authorized official.

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

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

Hence the date should be one month from the date of expiry of guarantee.

ANNEXURE –VIII

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ this _____ day of _____ Two Thousand Sixteen BY: _____ Bank, (*) a **body corporate constituted under** _____ having its Registered Office/Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

PANDYAN GRAMA BANK, a **body corporate constituted under Regional Rural Bank Act, 1976** having its Administrative Office at 2-70-1, Collectorate Complex, Virudhunagar 626002 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS the Bank, on _____ has concluded a Contract with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) and having its registered office at _____ for supply of _____ hereinafter collectively called "the Hardware" for installation at its Branches / Regional and other Offices located in Tamil Nadu.

2. AND WHEREAS pursuant to the Bid Documents, purchase order, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to purchase from M/s.....who has agreed to provide to the Bankthe said Hardware, more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.

3. AND WHEREAS pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Vendor" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

4. AND WHEREAS in terms of the Contract stated in the said documents, the **vendor** has

agreed to warrant comprehensive maintenance of the entire Hardware including the System, software, components and accessories supplied and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than PANDYAN GRAMA BANK acceptable to the Bank for securing the Bank towards faithful observance and performance by the **vendor** of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.

5. **AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) being 5% of the contract value towards faithful observance and performance by the Vendor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Virudhunagar forthwith, an amount of Rs(the amount equal to 5% of the order value or any part thereof, as the case may be), as aforesaid due to the Bank from the vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the **Vendor** in providing comprehensive maintenance as per the warranty, AMC and contractual terms and in the observance and performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to **Vendor**. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the **Vendor** or any dispute between the Bank and the **Vendor** pending before any Court, Tribunal, Arbitrator, or any other authority.

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

3. The Bank shall be the sole judge to decide whether the vendor has failed to perform comprehensive maintenance as per the warranty, AMC and contractual terms by the Vendor to the Bank, and on account of the said failure what amount has become payable by the **Vendor** to the Bank under this Guarantee. The decision of the Bank in

this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

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

5. The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the **Vendor** with any other company, corporation or concern; or

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

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

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

v) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

vi) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained herein:

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

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

SIGNED AND DELIVERED BY

the within named Guarantor, _____, by the hand of Shri. _____, its authorised official.

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

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

Hence the date should be one month from the date of expiry of guarantee.

PANDYAN GRAMA BANK

ANNEXURE – IX

LETTER OF UNDERTAKING

**The General Manager,
Information Technology Dept,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar -626002**

Dear Sir,

1. We hereby confirm that we agree to all the RFP terms and conditions of the RFP No. 4/ 16-17 dated 20/07/2017, its Annexure's, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated at _____ this _____ day of _____ 2016.

Yours faithfully,

For _____

Signature: _____

Name: _____

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE – X
SELF DECLARATION – BLACKLISTING

**The General Manager,
Information Technology Dept,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar -626002**

DATE:

Dear Sir,

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

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE - XI

CERTIFICATE FROM CLIENT

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

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

Year in which the hardware supplied.	Total Order Value.	Details of hardware supplied and installed. (List out of the make and model of hardware supplied)	Name and details of contact person of the organization for reference.

Authorised Signatory

Name:

Designation:

Place:

Date:

ANNEXURE XII

**The General Manager,
Information Technology Dept,
Administrative Office,
2-70-1, Collectorate Complex,
Virudhunagar -626002**

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: Your Purchase Order No _____ dated _____

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

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

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

Authorised Signatory

Name:

Designation:

Place:

Date: