



**REQUEST FOR PROPOSAL FOR
SUPPLY OF WINDOWS SERVER 2022 DATACENTER LICENSES AT TSCAB.**

Ref: IT-Infrastructure/F. No. 01/2023-24/17/dated: 16.05.2023



**Telangana State Co-Operative APEX Bank Ltd.
4-1-441, Troop Bazar, Hyderabad-500001**



Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Srinivasa Rao S Designation: Deputy General Manager-IT Email ID: s_srinivas@tscab.org Contact Address: 4-1-441, Troop Bazar, TSCAB Contact Number: 8978384446
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://tscab.org
3	Last date and time for Bid submission	Up to 05:00 PM on 25.05.2023
4	Address for submission of Bids	Deputy General Manager- IT 3rd Floor, TSCAB Building, Troop Bazar, Aids, Hyderabad-500001 s_srinivas@tscab.org
5	Tender Fee	Rs. 10,000/- Amount should be deposited in A/c No : 8757558 IFSC : TSAB0000125 Account Name : Telangana State Cooperative Apex Bank Limited Tender fee will be non-refundable .
6	Earnest Money Deposit	Rs. 50,000/- Amount should be deposited in A/c No : 8757558 IFSC : TSAB0000125 Account Name : Telangana State Cooperative Apex Bank Limited EMD shall be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.
	<i>Note for reference:</i> ✓ Technical and Commercial bids shall be submitted separately and	



Sl No	Particulars	Remarks
	<i>both the documents shall be password protected.</i>	

Part-I

S.N.	INDEX
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY AND TECHNICAL CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP
8	CONTENTS OF BID DOCUMENTS
9	EARNEST MONEY DEPOSIT (EMD)
10	BID PREPARATION AND SUBMISSION
11	DEADLINE FOR SUBMISSION OF BIDS
12	MODIFICATION AND WITHDRAWAL OF BIDS
13	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN TENDER
14	BID INTEGRITY
15	BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
16	TECHNICAL EVALUATION
17	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION
18	CONTACTING THE BANK
19	AWARD CRITERIA AND AWARD OF CONTRACT
20	POWER TO VARY OR OMIT WORK
21	WAIVER OF RIGHTS
22	CHANGE IN ORDERS
23	CONTRACT AMENDMENT
24	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
25	BANK GUARANTEE
26	COUNTRY OF ORIGIN/ ELIGIBILITY OF PRODUCTS & SERVICES
27	DELIVERY, INSTALLATION AND COMMISSIONING
28	SERVICES
29	WARRANTY/ANNUAL MAINTENANCE CONTRACT
30	PENALTIES/ SLA CONDITIONS
31	RIGHT TO VERIFICATION
32	INSPECTION AND TESTING
33	RIGHT TO AUDIT
34	SUB-CONTRACTING
35	VALIDITY OF AGREEMENT
36	LIMITATION OF LIABILITY
37	CONFIDENTIALITY



38	DELAY IN SERVICE PROVIDER'S PERFORMANCE INSURANCE
39	SERVICE PROVIDER'S OBLIGATIONS
40	LIQUIDATED DAMAGES
41	CONFLICT OF INTEREST
42	CODE OF INTEGRITY AND DEBARMENT/BANNING
43	TERMINATION FOR DEFAULT
44	FORCE MAJEURE
45	TERMINATION FOR INSOLVENCY
46	TERMINATION FOR CONVENIENCE
47	DISPUTES AND ARBITRATION
48	GOVERNING LANGUAGES
49	APPLICABLE LAW
50	TAXES AND DUTIES
51	TAX DEDUCTION AT SOURCES
52	TENDER FEE
53	NOTICES

Part-II

Annexure	Index
A	STATUS OF SUBMISSION OF DOCUMENTS
B	BID FORM
C	BIDDER'S ELIGIBILITY CRITERIA
D	TECHNICAL AND FUNCTIONAL SPECIFICATIONS
E	BIDDER DETAILS
F	SCOPE OF WORK AND PAYMENT SCHEDULE
G	INDICATIVE PRICE BID
H	BIDDERS'S EXPERIENCE DETAILS
I	COMPLIANT STATEMENT DECLARATION ALONG WITH DEVIATIOINS
J	BANK GUARANTEE FORMAT
K	SERVICE LEVEL AGREEMENT TERMS
L	NON-DISCLOSURE AGREEMENT
M	MANUFACTURER AUTHORIZATION FORM
N	UNDERTAKING OF AUTHENTICITY



1. INVITATION TO BID:

Telangana State Co-Operative Apex Bank Ltd, constituted under the Under Section 8 of Telangana Cooperative Societies ACT,1964, having its Head Office at **4-1-441, Troop Bazar, Hyderabad-500001** through its **IT-Infrastructure Department** hereinafter referred to as “**the Bank**” .

- i. In order to meet the IT hardware/ software management requirements, the Bank proposes to invite online Bids from eligible Bidders to undertake supply, installation, testing, commissioning and maintenance of IT hardware as per details/scope of work mentioned in **Appendix-F** of this RFP.
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure-C** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of TSCAB publishing this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for TSCAB are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide TSCAB the proposed **Services** adhering to Bank’s requirements outlined in this RFP.



2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of TSCAB, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by TSCAB, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.



3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the **Telangana State Co-Operative Apex Bank Ltd.**,
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance/upkeep/updation of Product.



4. SCOPE OF WORK:

Supply of Windows Server 2022 Datacenter licenses at TSCAB.

Bill of Material:

S. No	Product	Qty
1.	Windows Server 2022 Datacenter licenses	256 Cores

Bank will award the contract to the successful bidder(s) for the Contract Period specified in this RFP from the date of empanelment and the bidder(s) should deliver the service with the following scope:

- i. Bidder should be capable of providing all the equipment and services there on for which they have submitted their bids.
- ii. Bidders need to have a co-ordination with their OEM for repair/replace the Hardware (if any) covered under AMC.
- iii. The Scope of Work also includes the scope provided under **Other Terms & Conditions** and instructions to the bidders in the RFP.
- iv. The bidder(s) will undertake to ensure availability of offered hardware items (if any) during the rate contract period as well as maintaining sufficient inventory of genuine spare parts for a minimum period of 3 years for the hardware items supplied under this rate contract.
- v. The validity of Rate Contract will be for one year from **the date of Purchase Order**, which may be extended by the Bank on mutually agreed terms.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.



- (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with options of multiple OEMs shall also be considered Bid submitted on behalf of multiple OEMs.
- (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

7. CLARIFICATIONS AND AMENDMENTS ON RFP:

- i. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

8. CONTENTS OF BID DOCUMENT:



- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 4 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing SLA along with Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Annexure-L & M**
- vii. No interest is payable on EMD.



viii. The EMD may be forfeited: -

- (a) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (b) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on **RFP No. IT-Infrastructure/F. No 01/2023-24/17/dated: 16.05.2023** Documents mentioned below are to be submitted along with technical and Commercial bids:
 - a. Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - b. Bid covering letter/Bid form on the lines of **Annexure-B** on Bidder's letter head.
 - c. Proof of remittance of EMD and Tender Fee as specified in this document.
 - d. Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C**
 - e. Bidder's details as per **Annexure-E** on Bidder's letter head.
 - f. Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - g. Detailed explanation of functioning of hardware/firmware. Licensing details of operating software/firmware.
 - h. Undertaking of Authenticity as per **Annexure-I**.
 - i. Format for Manufacturer's Authorization Form as per **Annexure-M**.
 - j. A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

Indicative Price Bid for Supply of Windows Sever 2022 Datacentre licenses at TSCAB in response to the on **RFP No. IT-Infrastructure/F. No 01/2023-24/17/dated: 16.05.2023**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

ii. Bidders may please note:



- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Indicative Price Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (l) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (m) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for 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.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.



12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-mail and physical copy, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN TENDER:

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Tender shall remain valid for duration of 6 calendar months from the date of issuance of Purchase order.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.



15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in to, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Products and Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Product. The Bidder will demonstrate/substantiate all claims made in the technical Bid



along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.

- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Commercial bids.
- iii. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by; multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and/or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:



- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Total cost of Products/Services along with cost of all items specified in **Annexure-G** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid.
- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-Disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Annexure of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 15 days from Purchase Order date or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.



20. POWER TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CHANGE IN ORDERS:



- i. The Bank may, at any time, by a written order given to Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - (a) Method of shipment or packing;
 - (b) Place of delivery;
 - (c) Quantities to be supplied subject to 25% above or below the originally declared quantities.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for Service Provider'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 Service Provider for adjustment under this clause must be asserted within 15 days from the date of Service Provider's receipt of Bank's change order.

23. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

24. 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 in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without 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.

25. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Annexure-J** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected.
- ii. The successful bidder shall be required to provide a Performance Bank Guarantee within **15 days** from the date of Purchase Order equivalent to 10% of the Order Value. The issued PBG (Performance Bank Guarantee) shall be valid for a period



of **3 (three) years plus a claim period of 3(three) months**, indemnifying any loss to the Bank, thus PBG should be valid for a total period of **39 (thirty-nine) months** from the date of issuance of the Bank Guarantee.

- iii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

26. COUNTRY OF ORIGIN / ELIGIBILITY OF PRODUCTS & SERVICES:

- i. All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India.
- ii. For purposes of this clause, “origin” means the place where the Products are manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

27. DELIVERY, INSTALLATION AND COMMISSIONING:

- i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Service Provider will have to supply the Product(s) in ‘Factory Sealed Boxes’ with System OEM seal.
- iii. Delivery, installation and commissioning of the Products shall be made by Service Provider in accordance with the system approved / ordered and within the time schedule given in the Scope of work given in **Appendix-F** of this document.
- iv. The delivery will be deemed complete when the Products/ components/ associated software/firmware are received in good working condition at the designated locations,



mentioned in this RFP.

- v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system software, and other associated software have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.
- vi. In addition, Service Provider will supply all associated documentation relating to the Products/hardware, system software/firmware, etc. The Product(s) are considered accepted (commissioned and operationalised) after signing the acceptance test plan document jointly by the representative of the Bank and the engineer from Service Provider on the lines of format/certificate on the lines of **Appendix-K** of this RFP. The component level checking for individual item may be included during the acceptance test. The acceptance test plan document shall be deemed to form a part of the agreement, to be signed between Service Provider and the Bank. On the evaluation of the acceptance test results, if required, in view of the performance of the Products (including hardware equipment/ components/ software), as observed during the acceptance test, Service Provider shall take remedial measures including upgradation of any of the components thereunder, including replacement thereof, at no additional cost to the Bank within a fortnight from the date of notification of the same to Service Provider. Service Provider should ensure that the Product meets the requirements of the Bank as envisaged in the RFP.
- vii. The details of the documents to be furnished by Service Provider are specified hereunder: -
 - (a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.
 - (b) Delivery Note
 - (c) 2 copies of packing list identifying contents of each of the package.
 - (d) Manufacturer's warranty certificate.
- viii. The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents). If these documents are not received, Service Provider will be responsible for any consequent expenses.
- ix. For the system & other software/firmware required with the hardware ordered for, the following will apply:-



- (a) Service Provider shall supply standard software/firmware package published by third parties in or out of India in their original publisher-packed status only, and should have procured the same either directly from the publishers or from the publisher's sole authorized representatives only.
- (b) Service Provider shall provide complete and legal documentation of all sub systems, licensed operating systems, licensed system software/firmware, licensed utility software and other licensed software. Service Provider shall also provide licensed software for all software/firmware whether developed by them or acquired from others.
- (c) In case Service Provider is providing software/firmware which is not its proprietary software then Service Provider should have valid agreements with the software/firmware vendor for providing such software/firmware to the Bank, which includes support from the software/firmware vendor for the proposed software for the entire period required by the Bank.
- (d) The ownership of the supplied hardware shall be that of the Bank from the date of delivery of the same. In other words, wherever the ownership of the hardware is indicated, the name "TSCAB" must appear to indicate that the Bank is the perpetual owner of the hardware including use of software license embedded to the hardware in perpetuity. Evidence to this effect must be submitted before the payment can be released.

28. SERVICES:

- i. Service Provider shall ensure that key personnel with relevant skill-sets are available at designated locations for installation and commissioning of the Product.
- ii. Service Provider shall ensure that the quality of methodologies for delivering the Products/Services, adhere to quality standards/timelines stipulated thereof.
- iii. Service Provider shall be willing to transfer skills to relevant personnel of the Bank, by means of training and documentation.
- iv. Service Provider shall provide and implement patches/ upgrades/ updates for Products (software/ firmware/ OS) as and when released by Service Provider/ OEM free of cost. Service Provider should bring to notice of the Bank all releases/ version changes.
- v. Service Provider shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Service Provider has to support older versions of the OS/firmware/middleware etc in case the Bank chooses not to upgrade to latest version.



- vi. Service Provider shall provide maintenance support for the Product including embedded software/ OS/ middleware etc over the entire period of Contract.
- vii. All product updates, upgrades & patches shall be provided by Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- viii. Service Provider shall provide legally valid firmware/software. The detailed information on license count and type of license should also be provided to the Bank.
- ix. Service Provider shall keep the Bank explicitly informed the end of support dates on related Products including embedded software/ OS/ middleware etc should ensure support during warranty and AMC/ATS/S&S.

29. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of Warranty and AMC, if included in the RFP as specified in Scope of Work in this RFP.
- ii. During the Warranty and AMC period, Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank. During the support period (Warranty and AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part thereunder), which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (Warranty and AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at TSCAB, or its branches whenever required, whenever it is essential. In case of failure of Product (hardware, system software or any of its components),



Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines.

- iv. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product.
- v. Warranty/AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- vi. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of **Annexure-N** of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of the Bank. Service Provider Warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which this software and operating system will be installed. Service Provider shall in coordination with the OEM repair or replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
- vii. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration
- viii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- ix. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month). No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- x. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.
- xi. Updated escalation matrix shall be made available to the Bank once in each quarter and



each time the matrix gets changed.

30. PENALTIES/ SLA CONDITIONS:

As mentioned in **Annexure- K** of this RFP.

31. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

32. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the Product on a representative model at Service Provider's location.
- ii. The inspection and tests prior to dispatch of Products / at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching Products for conducting inspection and testing.
 - (b) Inspection / pre-shipment acceptance testing of Products as per quality control formats including functional testing and burn-in tests at full load, quality control tests etc., as per the standards / specifications and may be done at factory site of Service Provider by the Bank or its authorized agency before dispatch of Products. In case of failure by Service Provider to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging and other incidental expenses of the Bank's representatives to be borne by Service Provider.
 - (c) Successful conduct and conclusion of inspection and testing shall be the sole responsibility of Service Provider. However, the Bank may at its sole discretion, waive inspection of Products.
 - (d) In the event of Product failing to pass the inspection and tests, as per the specifications given, Service Provider shall rectify and deliver the product after re-inspection within the timeline mentioned in the RFP.
 - (e) The inspection and tests may also be conducted at the point of delivery and / or at the Products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished, at no charge to the Bank.



- (f) Nothing stated herein above shall in any way release Service Provider from any warranty or other obligations under this RFP.
- iii. The Bank's right to inspect, test and where necessary reject the Products after the Products arrival at the destination shall in no way be limited or waived by reason of the Products having previously being inspected, tested and passed by the Bank or its representative prior to the Products shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this RFP.

33. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India/NABARD or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India/NABARD or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and



security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

34. SUB-CONTRACTING:

As per scope of this RFP, sub-contracting is not permitted.

35. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 3 year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

36. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which



such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

37. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-Disclosure agreement as **Annexure – L** to this RFP and submit the Non-Disclosure Agreement, within 15 days from Purchase Order date.

38. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in SLA.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

39. SERVICE PROVIDER’S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider will be responsible for arranging and procuring all relevant permissions / road permits etc. for transportation of Product to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. Service Provider is obliged to work in co-ordination with the Bank’s staff and abide by directives issued by the Bank from time to time and complete implementation activities



within timelines.

- iv. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- vi. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-L** of this RFP.

40. LIQUIDATED DAMAGES:

If Service Provider fails to deliver the Product and/or/ perform any or all the Services within the stipulated time, schedule as specified in this RFP, the Bank may, without prejudice to its other remedies under the RFP, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each day or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

41. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of



more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

42. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;



- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) **Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.



(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOIRFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.



- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

43. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

- i. Prior to providing a written notice of termination to Service Provider, the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.

- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.



- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

44. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.



If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

45. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, 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.

46. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

47. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (TSCAB or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or



difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Hyderabad, Telangana.

- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Hyderabad, Telangana, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Hyderabad.

50. TAXES AND DUTIES:

- i. Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Bidder shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet/Indicative Price Bid (**Annexure-G**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Bidder and



the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-G** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-G** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-G**.

- iv. Prices payable to Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Bidder. The Agreement/ Contract would be stamped as per Telangana Registration and stamps Act, 2015 and any amendment thereto.

51. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.



52. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

53. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Mail and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

For Telangana State Co-operative Apex Bank Ltd.


18/5/23
Managing Director



Part-II



Status of Submission of Documents Requested as per RFP

<u>Documents Details</u>	<u>Remarks by Bidder (Submitted /Not Submitted)</u>
Bid Form(Annexure B)	
Bidder Eligibility Criteria (Annexure C)	
Certificate of Incorporation	
Audited Financial Particulars	
2019-2020	
2020-2021	
2021-2022	
Projects Handled on or before September 2017	
GST certificate	
Technical and Functional Specification (Annexure D)	
Bidder Details (Annexure E)	
Scope of Work and Payment Schedule (Annexure F)	
Indicative Price Bid (Annexure G)	
Bidder Experience Details (Annexure H)	
Compliance Statement (Annexure I)	
Manufacturer Authorization Form	

Name & Signature of authorized signatory

Seal of Company



Annexure B

BID FORM (TECHNICAL BID)

[On Company's letter head]
(To be included in Technical Bid)

Date: _____

To:
< Address of tendering office >

Dear Sir,

Ref: RFP No. IT-Infrastructure/F. No. 01/2023-24/17/dated: 16.05.2023

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and we offer to provide Products/Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the Products/Services mentioned in this RFP in our indicative price Bid.
- The rate quoted in the indicative price Bids are as per the RFP, without any exception.

ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".





- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Annexure-I** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. We hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.
- ix. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- x. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xi. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not



under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/Co-Operative banks State or Central Government or their agencies/departments.

- xiii. We hereby certify that we have a support center and level 3 escalation (highest) located in India.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

**Seal of the company.**



**Annexure –C**

**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                  | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                                                        |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                        |                            | Certificate of Incorporation should have been issued by Registrar of Companies, at least five years before the date of RFP and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2             | The Bidder must have turnover of minimum Rs. 1 crore during last 03 (three) financial year(s) i.e., FY 2021-22, FY 2020-21 and FY 2019-20.                                   |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current FY year may be submitted.)                                                                              |
| 3.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above. |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                                                                     |
| 4.            | Bidder should have experience of minimum 5 years in providing the related services specified in this RFP.                                                                    |                            | Copy of the order and / or Certificate of completion of the work.                                                                                                                                                                       |
| 5.            | The bidder should be registered with GSTN                                                                                                                                    |                            | Copy of GSTIN Certificate                                                                                                                                                                                                               |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorized signatory**

**Seal of Company**



**Annexure D**

**Technical & Functional Specifications**

**Bill of Material:**

| S. No | Product                                 | Qty       |
|-------|-----------------------------------------|-----------|
| 1.    | Windows Server 2022 Datacenter Licenses | 256 Cores |



**Annexure –E**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund:-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code                                                                              |         |

**Name & Signature of authorized signatory**

**Seal of Company**



**Annexure-F**

**Scope of Work and Payment Schedule**

| Sl No | Particulars                                                                      | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services                                                          | <b>Supply of Windows Server 2022 Datacenter Licenses at TSCAB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2     | <b>Description of Deliverables</b>                                               | <b>Delivery: 4 Weeks from the date of Purchase Order. Installation and operationalization: Within 1week of delivery</b>                                                                                                                                                                                                                                                                                                                                                                                    |
| 3     | <b>Term of the Project - Project Schedule; Milestones and delivery locations</b> | <b>1.TSCAB-Head Office<br/># 4-1-441, Troop Bazar<br/>Koti, Hyderabad-500001</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4     | Annual Maintenance (AMC) Term                                                    | During the warranty and AMC period (if included in the RFP), Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to the Bank.                                                                                                                                                                                                                                                    |
| 5     | Regulatory / Compliance Requirements                                             | The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India/NABARD or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc..                                                                                                                                                 |
| 6     | Security Requirements                                                            | 1.Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in <b>Annexure-L</b> of this RFP.<br>2.Subject to the security requirement, Vendor's maintenance personnel shall, be given access to the Equipment when necessary, for purpose of |



|   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                  | performing the repair and maintenance services indicated in this RFP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7 | Training         | <p>Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of the Bank.</p> <p>Service Provider is obliged to work in Coordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8 | Payment schedule | <p>The payment will be released on annual basis upon considering the satisfactory performance by the bidder as per SLA.</p> <p>1. 90% of the order value along with GST and other applicable duties on actual basis will be paid on delivery, installation and acceptance of ordered items, after realizing penalty charges for late delivery and / or late installation, if any. The claim for payment should contain proof of delivery, installation note &amp; User Acceptance Report signed by an authorized official of the bank Branch at the respective sites.</p> <p>2. 10% of the order value (i.e., the residual amount) will be paid upon submission of Performance Bank Guarantee issued by a Scheduled Commercial Bank for equivalent amount and tenure to the respective Po issuing authority.</p> <p><b>3. In case installation is held up by the Bank for site non-readiness, the payment may be released after 30 days from delivery on production of Site Non-Readiness (SNR) certificate from the competent authority at the delivery site</b></p> |

RFP for Supply of windows server 2022 Data  
Center Licenses at TSCAB



**Annexure-G**

**Indicative Price Bid**

The indicative Price Bid needs to contain the information listed hereunder.

**Name of the Bidder:**

| <b>Product Description</b>                                 | <b>Unit Price (Rs)</b> | <b>Taxes</b> | <b>Total Amount (Rs)<br/>Inclusive of taxes</b> |
|------------------------------------------------------------|------------------------|--------------|-------------------------------------------------|
| Windows Server 2022 Datacenter<br>Licenses (for 256 Cores) |                        |              |                                                 |

**Name & Signature of authorized signatory**

**Seal of Company**





**Annexure-H**

**(Bidder Experience Details)**

| S.<br>No | Details                                                                                           | Details to be furnished by the bidder      |                                             |                            |
|----------|---------------------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------|----------------------------|
|          |                                                                                                   | Name of the customer & Contact information | Contract Period in years (ongoing, expired) | Total Value of the Project |
| 1.       | Vendor's experience in providing IT Hardware                                                      |                                            |                                             |                            |
| 2.       | Project 1                                                                                         |                                            |                                             |                            |
| 3.       | Project 2                                                                                         |                                            |                                             |                            |
| 4.       | Project 3                                                                                         |                                            |                                             |                            |
| 5.       | Availability of centralized help desk                                                             | Yes / No                                   |                                             |                            |
| 6.       | Number of own support centers in India with Address and Contact Details (mobile, landline, email) |                                            |                                             |                            |

**Name & Signature of authorized signatory**

**Seal of Company**



**Annexure –I**

**(Compliance Statement Declaration Along with Deviations)**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. with below deviations.

*[Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.]*

*Bank may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by Bank will not entitle the bidder to submit a revised commercial bid. Clarifications given in Pre-bid will not be further entertained]*

| S.N. | Page Number | Section Number | Clause as stated in the tender document | Comment/ Suggestion/ Deviation |
|------|-------------|----------------|-----------------------------------------|--------------------------------|
|      |             |                |                                         |                                |
|      |             |                |                                         |                                |
|      |             |                |                                         |                                |
|      |             |                |                                         |                                |



**BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

(To be submitted on non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

DATE:

Bank Guarantee No: -----

To: The Deputy General Manager,  
Telangana State Cooperative Apex Bank Ltd.,  
#4-1-441, Troop Bazar,  
Hyderabad-500001

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to **Supply of Windows Server 2022 Datacenter Licenses at TSCAB** as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, \_\_\_\_\_ and local office at \_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnishes you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) an amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.



Notwithstanding anything to the contrary, we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.



The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii. This guarantee shall be valid up to \_\_\_\_\_ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favor by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

For and on behalf of

\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_

**Authorized official**



**SLA Terms**

1. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the period of warranty and AMC (if opted). Professionally qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.
  - (b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the Equipment could not be repaired or rectified during the said period, the engineers of the Vendor are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.
  - (c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed next working days.
  - (d) Vendor shall ensure that faults and failures intimated by the Bank as above are set right within next working day of being informed of the same. In any case the Equipment should be made workable and available not later than the next working day of the Bank.
  - (e) In case of any non-compliance of above support, the vendor will become liable for penalty as given in this
  - (f) The sum total of penalties will not exceed 10% of the TCO. Thereafter, the contract / purchase order may be cancelled and Performance Bank Guarantee may be revoked
  - (g) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof, during



Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.

2. If, in any month, Vendor does not fulfill the provisions given in this RFP only the proportionate maintenance charges for that period during the month will be considered payable by the Bank without prejudice to the right of the Bank to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the Bank can deduct the same from future payments payable or Vendor shall refund the amount forthwith to Bank on demand by the Bank.

3. Future additions of Hardware / Software:

(a) The Bank would have the right to:

- i. Shift supplied systems to an alternative site of its choice.
- ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.
- iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Vendor cost of performing repair and maintenance service.

**Definition of Severity Level:**

| <b>Severity Level</b>   | <b>Business and Financial Exposure</b>    | <b>Work Outage</b>                                                                                                                                                                      |
|-------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Severity Level 1</b> | critical business impact:                 | Production environment down: production system or production application down/critically impacted; data corruption/loss or risk; business severely affected; safety and security issues |
| <b>Severity Level 2</b> | limited business impact or business risk: | Production environment available but some functions limited or degraded; severely                                                                                                       |



|                            |                     |                                                                                                                                                          |
|----------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            |                     | restricted use; critical nonproduction environment or system issue                                                                                       |
| <b>Severity Level</b><br>3 | No business impact: | Nonproduction system (such as test system) or noncritical issue; work around in place, installations, questions, or requests for information or guidance |

**Service Level Agreement Targets**

| <b>Severity Level</b> | <b>Response Time</b> | <b>Resolution Time</b>                                                                                                                                                                                                                       |
|-----------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| S1                    | 15 Minutes (24*7)    | Products shall be delivered within 4 hours of a call being logged received and acknowledged by OEM, Where hardware product replacement delivery times are subject to local availability, the replacement shall be done on Next Business Day. |
| S2                    | 1-hour (24*7)        |                                                                                                                                                                                                                                              |
| S3                    | 1-hour(24*7)         |                                                                                                                                                                                                                                              |

**PENALTY FOR NON PERFORMAMCE OF SLA**

| <b>Service level category</b>                   | <b>SLA Measure</b>                                                                                                                                                                       |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Replacement of Hardware                         | <i>Any Integral parts/Spares required to bring the covered hardware into operating condition and whole unit of hardware if required in case of board/device level critical failures.</i> |
| Non-availability of staff/ Service Desk Support | <i>The vendor should assist the Bank in resolving the issues with OEM and get the issue resolved within the resolution time given.</i>                                                   |





### **Penalty Calculations:**

For any deviations to the above mentioned response and resolution time, the undernoted penalties will be levied.

| <b>Severity Level</b> | <b>Penalty per instances</b> | <b>Penalty if the same instance is repeated</b> |
|-----------------------|------------------------------|-------------------------------------------------|
| S1                    | 5,000/-                      | 10,000/-                                        |
| S2                    | 2,500/-                      | 5,000/-                                         |
| S3                    | 1,000/-                      | 2,500/-                                         |



**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_  
by and between**

Telangana State Co-operative Apex Bank Ltd, a body corporate constituted and functioning under the Telangana Co-Operative Societies Act, 1964 having its Head Office at Troop Bazar Hyderabad - 500001 represented by ..... herein (hereinafter called Disclosing Party or the **"Bank"**),

and

\_\_\_\_\_ with and address at \_\_\_\_\_ (the **"Recipient"** or the **"Receiving Party"** or the **"Company"**).

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Receiving Party the Confidential Information on a strictly confidential basis which comes as part of scope of the work. During the said process, Disclosing Party may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definition of Confidential Information.**

(a) For purposes of this Agreement, **"Confidential Information"** means any data or information that is confidential or proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.



The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- (ii) Becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Receiving Party;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

## 2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information as confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not to disclose any Confidential Information received by it through any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential



Information and that Receiving Party acknowledges and agree that Disclosing Party shall have right to all its legal remedies directly against Receiving Party as if such breach is made by the Receiving Party itself without proceeding at the first instance against Representatives or the Sub-Contractors.

### **3. Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely with the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

### **4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

### **5. Term.**

This Agreement shall remain in effect from ---to--- (*\*duration of the Original Agreement plus 10 years*) (subject to a one-year extension if the parties are still discussing and considering the Transaction at the end of the third year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

### **6. Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the



dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Disclosing Party including loss of business opportunity, costs of business interruption its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

#### **7. Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction.

#### **8. Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

#### **9. No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

#### **10. Warranty**



Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement: This Agreement shall be effective upon its execution by both the parties.

#### 11. Miscellaneous.

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Telangana (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party and any such assignment without consent will be held void ab initio. All



obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

|                                                     |                                                     |
|-----------------------------------------------------|-----------------------------------------------------|
| SUGNED for and on behalf of:-<br>(Disclosing Party) | SIGNED for and on behalf of :-<br>(Receiving Party) |
| Signature:                                          | Signature:                                          |
| Name:                                               | Name:                                               |
| Title: _____<br>(Authorized Signatory)              | Title: _____<br>(Authorized Signatory)              |
| <u>Witness:</u>                                     | <u>Witness:</u>                                     |
| Signature:                                          | Signature:                                          |
| Name:                                               | Name:                                               |
| Address:                                            | Address:                                            |



**Annexure-M**

**MANUFACTURER AUTHORIZATION FORM**

No.

Date:

To:

(Name and address of Procuring Office)

Dear Sir:

**Ref: RFP No. IT-Infrastructure/F. No. 01/2023-24/17/dated:16.05.2023**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Authorized Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

2. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:

- (a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
- (b) In the event of termination of production of such Products:
  - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Bank, operations manuals, standards and specifications of the Products, if requested.

4. We duly authorize the said ABP to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

5. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

Yours faithfully,

(Name of Manufacturer / Producer)





**Annexure-N**

**Undertaking of Authenticity**

To:

(Name and address of Procuring Office)

**Sub: Undertaking of Authenticity for supplied Product(s)**

**Ref: RFP No. IT-Infrastructure/F. No. 01/2023-24/17/ dated: 16.05.2023**

With reference to the Product being quoted to you vide our Bid No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

2. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

3. 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.

4. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

5. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 2023

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_