



CANARA BANK SECURITIES LTD.
(A wholly owned subsidiary of CANARA BANK)
REGISTERED OFFICE: 7TH FLOOR, MAKER CHAMBER III
NARIMAN POINT, MUMBAI 400 021
Website: www.canmoney.in

Request for Proposal (RFP)

For SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

RFP No. CBSL/HCI/RFP/01/2018-19 dated 20.02.2019

Bid details in brief/Schedule of bid collection and submission:

Activity	Date/details
RFP Number	RFP No. CBSL/HCI/RFP/01/2018-19
Brief description of RFP	SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)
Address for correspondence	General Manager Canara Bank Securities Ltd. 7 th Floor, Maker Chamber III Nariman Point, Mumbai 400 021
Date of issue of RFP	Wednesday 20.02.2019
Tender Fee (Non- Refundable)	Rs 20,000 + 18% GST
Earnest Money Deposit (Refundable)	Rs 4,50,000 /-
Pre-bid Meeting	→Pre-bid meeting will be held on 26/02/2019, Tuesday at 11.30 AM →Venue: Mumbai or any other place suggested by company Final venue will be communicated →Pre-bid Queries to E-mail cbslrfp@canmoney.in must reach us on or before 25/02/2019, Monday up to 3.00 PM. Subject of the email should be given as "Pre-Bid Queries for RFP CBSL/HCI/RFP/01/2018-19". →No suggestions or queries shall be entertained after pre-bid meeting.
Last Date for receipts of bids	05.03.2019 Tuesday up to 3 PM
Date, Time & Venue for opening of Conformity to Eligibility Criteria.	05.03.2019 Tuesday by 3.30 PM Venue - Mumbai or any other place suggested by company. Final venue will be communicated
Date and time opening of Technical Bid/ Commercial Bid (Indicative)/ Online Reverse Auction	Will be intimated at a later date.
Announcement of final selection of bidder	Will be intimated at a later date by displaying name on notice board at our office in Mumbai.

This document can be downloaded from Company's website www.canmoney.in The bidders should pay the Application Fee for tender document by means of DD drawn from a Scheduled or Nationalized Bank for the above amount in favour of **Canara Bank Securities Limited**, payable at Mumbai submit the same along with the Bid of this tender.

Note:

1. This tender document is the property of Canara Bank Securities Ltd & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above or announced in the corporate website.
4. The above-mentioned dates are indicative; the dates can be changed by the Company at its discretion. The same would be published in the official website (www.canmoney.in)

DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") provided to the Bidders, by Canara Bank Securities Limited (hereinafter referred to as "CBSL") on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Company or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Company to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Company in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Company, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein

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A. INTRODUCTION

1. ABOUT THE COMPANY

Company was established in 1996 as a Primary Dealer under the name Gilt Securities Trading Corporation Ltd. Initially the company was promoted by Canara Bank, Bank of Baroda and Corporation Bank. Later Bank of Baroda and Corporation Bank exited from the venture by offering their shareholding to Canara Bank making the company a wholly owned subsidiary of Canara Bank. In the year 2007, company hived off the PD business in favor of the parent Bank and ventured into Stock Broking activity. In view of the change in the activity and parentage, the name of the company was changed to Canara Bank Securities Ltd (CBSL).

Currently the Company is engaged in the business of Stock Broking offering both Institutional and Retail broking services in various capital market segments and currency derivatives, Proprietary Trading in equity and debt instruments & online and offline distribution of Mutual Fund products.

2. DEFINITIONS

‘RFP’ means this Request for Proposal prepared by Canara Bank Securities Ltd for selection of Vendor for Supply, Installation, implementation & maintenance of HYPER-CONVERGED INFRASTRUCTURE (HCI Solution) for our Data Centre at Mumbai.

‘Bidder’ means a vendor submitting the proposal in response to this RFP.

Company means Canara Bank Securities limited (CBSL)

‘Solution’ means for Supply, Installation implementation & maintenance of HYPER-CONVERGED INFRASTRUCTURE (HCI Solution) which includes a hypervisor for virtualized computing, software-defined storage, virtualized networking and other items to set up for Hyper Converged Infrastructure i.e. Software define data center at our Data Centre at Mumbai.

‘Contract’ means the agreement signed by successful bidder and the CBSL on the conclusion of bidding process, wherever required.

‘Successful Bidder’ means the bidder who is found to be the highest for combined technical with commercials evaluation after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.

3. ABOUT REQUEST FOR PROPOSAL (RFP)

Canara Bank Securities Ltd. (herein after referred to as CBSL), a wholly owned subsidiary of Canara Bank (a Public-Sector Undertaking), intends to host HCI Solution at our Data Centre at Mumbai or any other locations decided by CBSL at any stage of RFP. The Company is inviting the Firms / organizations/institutions etc (referred in the document as Bidder), to offer proposal for providing end to end solutions for setting up the aforesaid activities.

This Request for Proposal (RFP) will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Information and any supplementary information should be in both printed and digital format. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and place Purchase Order on successful Bidder.

The successful bidder has to Supply, Install, Configure, Implement and maintain the HCI solution, System Software, Peripherals and maintain the hardware systems with Licensed OS along with other software and accessories installed in Data Centre, or any other place suggested by the Company with comprehensive onsite warranty for 3 years and comprehensive onsite AMC for subsequent 02 years.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. CBSL also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.

4. PARTICIPATION METHODOLOGY.

In a tender either the partner/ distributor / System Integrator on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

If a partner / distributor / System Integrator bids on behalf of the OEM, the same partner / distributor / System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item / product.

In the event partner / distributor / System Integrator fails in their obligations to provide the product upgrades (including management software upgrades and new product feature releases) within 30 days of release / announcement, the OEM should assume complete responsibility on behalf of the partner / distributor / System Integrator to provide the same to the CBSL at no additional cost, and this update will be directly deployed at the CBSL premises.

5. INVITATION FOR BIDS:

CBSL invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative) placed in separate closed sealed covers for -procurement of **Hyper Converged Infrastructure (HCI Solution** as per the Terms & Conditions, Technical Specifications and Scope of Work described in this document

5.1. Other details related to bidding:

Earnest Money Deposit	Rs.4,50,000/-
Application Money	Rs 20,000 + 18% GST
Address for pre-bid meeting and opening of bids	Mumbai or any other place suggested by company. Venue will be communicated.
Email id	cbslrfp@canmoney.in

Pre-bid Meeting– Bidders has to send their queries only through email to the above-mentioned email-id before the date mentioned above. The consolidated queries received from all the bidders will also be uploaded in our website www.canmoney.in. Bidders can depute one Authorised person as their representative for the pre-bid meeting. The representative has to submit an authority letter duly signed by the bidder, authorizing him to represent and attend pre-bid meeting on behalf of the bidder.

5.2. Bid validity period and pricing:

- 5.2.1. The bid should hold good for a period of 90 days from the last date of submission.
- 5.2.2. The best and firm price should only be quoted. Escalation in price quoted is not permitted for any reason whatsoever. Prices quoted must be firm till complete execution of contract.
- 5.2.3. The Company reserves the right to accept or reject in part or full or any /all the proposals without assigning any reasons thereof and without incurring any liability to the bidders or any other party.
- 5.2.4. The Company also reserves the right to cancel the bid in case it is found at a later date that the details furnished by the bidder are false and also to take action against such bidders for any damages that may be caused to the Company.
- 5.2.5. The Company will have the liberty, to short list suitable bidders who meet the Company's requirements, from the responses received.
- 5.2.6. The Company reserves the right to negotiate the price with the successful bidder after opening of financial bid.
- 5.2.7. Bids must be received by the Company at the address specified, no later than the date and time specified in the Invitation to Bid.
- 5.2.8. The Company may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Company and bidders, previously subject to the deadline, will thereafter be subject to the deadline as

extended.

Any Bid received by the Company after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

5.3. Modification and Withdrawal of Bids:

5.3.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids.

5.3.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

5.3.3. No Bid may be modified after the deadline for submission of Bids.

5.3.4. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

5.4. Bid Opening and Evaluation

5.4.1. Opening of Bids by the Company

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

i) **The Part A- Conformity to Eligibility Criteria** shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule:-

Date	Day	Time	Venue
05/03/2019	Tuesday	3:30 PM	Mumbai or any other place suggested by company. Final venue will be communicated

Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format attached (Annexure -1.5).

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the company and with full signature.

5.5. Bid System Offer

This is two bid systems which have following 3 (Three) parts:

- i) Part – A –Conformity to Eligibility Criteria - Indicating their compliance to Eligibility Criteria.
- ii) Part - B - Technical Proposal– indicating the response to the Technical specification of HCI solution.
- iii) Part - C - Commercial Bid (Indicative) - furnishing all relevant information required as per Bill of Material.

If any of the bidders or all bidders who submitted the tender are not present during the specified date and time of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the Company at its discretion will proceed further with opening of the Part A - Conformity to Eligibility Criteria in their absence.

The Part A includes Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on the eligibility criteria stipulated. The Part B- Technical Proposal of only those bidders who qualified in part – A Conformity to Eligibility Criteria will be opened with due communication by the Company.

The Commercial Bid (Indicative) of only those bidders who qualified in Part B-Technical Proposal will be reckoned for arriving at L1 if required by Reverse Auction process.

Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

5.6. Clarification of Bids

During evaluation of the Bids, the Company, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

5.7. Preliminary Examination

The Company will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

The Company may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

The Company will first examine whether the Bid and the bidder is eligible as per the terms and conditions prescribed in the RFP, such as those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, AMC and Force Majeure will be deemed to be a material deviation. The Company's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Company reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

If a Bid is not substantially responsive, it will be rejected by the Company and may not subsequently be made responsive by the bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

The Company may at its discretion increase the requirement and place orders subsequently within the validity or the extended validity of the bid.

6. **EXISTING INFRASTRUCTURE:**

S. No.	Server Type	OS Type	Count
1	Physical Intel Server	Windows	38
2	Physical Intel Server	Linux	5
3	Virtual Machine on Hyper-V	Windows	4
		Linux	1

Operating system: - Win 2008R2 Ent SP1, Red Hat Ent 7.4 Linux, Win 2008 R2 Ent SP1, Win 2012R2 Std 64 Bit.

*Our all existing application are supported for Windows 2012, 2016 OS

At the STT DC location, we are hosting an Oracle Database for front office and Microsoft SQL Database for back office is on SAN Storage i.e. HP MSA 2040 SAN Storage and both workloads are configured in high availability i.e. cluster mode, these workloads may not be required to host in proposed HCI Solution but these workloads are required to be accessed by application/Interfaces which would be hosted in proposed HCI Solution.

7. REQUIREMENT DETAILS

Detailed Technical Specification for the above proposed Server is furnished in the RFP. All the Hardware / Software ordered for Supply, Installation and Maintenance of Servers, Storage Systems and other Items should have comprehensive onsite warranty of 3 (**three**) years and AMC support for 2 (**two**) years.

CBSL reserves the right to increase or decrease the quantum of purchase in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions.

8. SCOPE OF WORK

- 8.1. The Scope of the work is for Supply, Installation, implementation & Maintenance of complete HCI solution for CBSL.
- 8.2. The scope of the Services and Maintenance of Servers, Storage systems and other mentioned items is to be provided for a period of Five years from the date of complete installation/setting up of HCI Solution (i.e. 3 years warranty and 2years AMC).
- 8.3. The successful Bidder should maintain the system (Servers, Storages and Other related Items) during warranty period of 3 Years and during AMC period of 2 years. During the warranty period and AMC period, the Bidder is bound to do all hardware spares replacement without extra cost to the CBSL covering all parts & labor from the date of acceptance of the systems by the CBSL at the respective locations i.e. on-site comprehensive warranty. The CBSL, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise or from a single centralized location. AMC can be extendable subject to approval of terms and conditions by the successful bidder and CBSL.
- 8.4. The successful Bidder shall deliver items at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the CBSL.
- 8.5. For delivery location, the successful Bidder has to provide items with the related hardware, all subsystems, operating systems, system software, software drivers and manuals etc.
- 8.6. The successful Bidder should note that Servers, Storage Systems & Other Items being procured shall be delivered at locations as per requirements of CBSL and the successful Bidder will be required to support all such installations. The CBSL reserves the right to change location by giving prior notice. The bidder should also cover the warranty and AMC even if the on-site location changes from one place to another place.
- 8.7. The configuration as per the technical and other specifications of the Servers, Storage Systems & Other Items must be functional and installed from the day one.
- 8.8. Prior to configuration and Integration, the bidder needs to study the existing setup at our DC and corporate office, Mumbai or any other locations decided by CBSL at any stage of RFP and prepare detailed implementation plan. On approval of the same by CBSL implementation needs to be carried out.
- 8.9. Installation of Web/Application/Database Server, and cluster configuration in the newly procured solution and also with the Existing Servers available, if required with help of existing software/application vendor should be carried out by bidder.
- 8.10. The successful Bidder should attend to re-installation/reconfiguration of Servers due to any reason like OS upgradation in Servers etc. as a part of Warranty/AMC.
- 8.11. The successful Bidder should attend all preventive maintenance of servers, storage & other items/applications mentioned in this document during the 3 years of warranty and 2 years of

AMC period.

- 8.12. The successful bidder has to attend and support onsite as and when required for during the warranty and AMC period. The support also includes creation of virtual machines, compute and storage provisioning based on the requirement given by CBSL.
- 8.13. The successful Bidder has to carryout code/firmware upgrade in Servers, Storage & other items as and when required by the CBSL during the Warranty and AMC period.
- 8.14. The successful Bidder has to carryout installation of Backup device, software and configuring it. After installation, the bidder has to ensure that the configured backup is running properly and restorability of same is to be tested once. Bidder has to provide proper documentation and to be handed over to CBSL.
- 8.15. The successful bidder has to install the new servers, configure parameters as and when required with help of CBSL IT team and application/software vendor.
- 8.16. The successful Bidder has to ensure installations/Migration with provision of high availability using cluster configurations for application/Database/Web services, switch failure etc.
- 8.17. The successful bidder has to migrate all /Data from existing rack servers to proposed HCI solution and ensure the existing server setup, clusters and replications are working flawlessly in new environment without any data loss.
- 8.18. The successful Bidder has to configure Flash area and Flash/Snapshot backup of Database to be implemented on proposed servers with new or existing Database server as required.
- 8.19. Hardware and Software installation and configuration for the entire set up to be handled by the qualified/experienced personnel only.
- 8.20. During installation, if required any new Software/OS/Utility, vendor has to install without any extra cost where the licenses of the software are with the CBSL.
- 8.21. All necessary cables and other accessories required for successful installation of the hardware items as per the Scope of Work is to be supplied and installed by the Bidder only with no extra cost.
- 8.22. Deployment of servers requires co-ordination with different project application vendors, like M/s Thomson Reuters (NEST/IOB), M/s Apex Soft cell (Lidha Didha), M/s Dion Global (Front office) etc. The bidder should co-ordinate CBSL IT team and with the software vendors while installing and to ensure successful installation and commissioning for running the applications for which these servers are procured.
- 8.23. The successful Bidder should setup the partition as required by the CBSL. The details of the setup will be provided to the successful bidder.
- 8.24. All patch update, firmware update and patch management have to be taken care and setup with confirmation as required.
- 8.25. The successful Bidder shall conform the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in code etc.
- 8.26. The successful Bidder has to install /re-install the operating system (if required), other software/s in the servers and support the same during warranty and AMC period without any extra cost to the CBSL.
- 8.27. Bidder has to carryout Clustering/re-clustering (if required), without any extra cost to the CBSL.
- 8.28. Storages should be installed in dedicated Servers by loading the related drivers with complete testing.
- 8.29. The successful Bidder should ensure to provide complete hands-on training Hyper Converged Infrastructure which includes installation, deployment, management, technical matters, troubleshooting as well as functions features and solution without additional charges and onsite support/remote support as and when required on priority to the CBSL employees.
- 8.30. The successful Bidder should have to provide onsite resource to manage and maintenance the

complete proposed solution end to end after successful project signoff (Go Live) for minimum **3-month** Period with no extra cost which can be extended as per the request of CBSL.

8.31. The successful bidder is also required to support in installation of HCI technology for the near site/DC/DRC, if made set up at a later date with no extra cost.

8.32. Any changes in the statutory guidelines (like, GoI/SEBI/RBI etc), relating to HCI technology, should be carried out by the successful bidder at no extra cost.

9. DELIVERY SCHEDULE

The products and/or Systems and/or Services covered under this bid are to be supplied, installed and commissioned within the period mentioned in RFP. No credit will be given to early deliveries. For delayed deliveries the penalty of 0.5% of the Bid price per week will be levied.

10. LOCATION

The location for the project execution would be Mumbai or any place decided by CBSL at any stage of RFP. However, the Company will not pay any boarding, lodging, travel and miscellaneous expenses towards travel if required any during implementation.

B. BID PROCESS

The Company will scrutinize the bids, to determine whether they are complete, whether any errors have been made in the bid, whether required technical documents have been properly furnished and signed, and whether the bids are generally in order. The Company reserves the right to reject any bid not conforming to the requirements.

A Committee constituted by the Company shall evaluate the technical Bids and the decision of the Committee regarding acceptance of any or rejection of any or all the technical bids shall be final and binding.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Company does not accept the correction of the errors, the bid will be rejected, and the bid security may be forfeited.

During evaluation of the bids, the Company may, at its discretion, ask the bidder for clarification, if any, of its bid. The request for clarification and the response shall be in writing / email and no change in the prices of substance of the bid shall be sought, offered, or permitted.

11. PREPARATION OF BIDS

The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.

The three parts as stated above should be placed in three separate envelopes superscribed with 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, all the three envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be superscribed as **supply, installation, implementation & maintenance of hyper-converged integrated (HCI Solution)** in response to RFP No. CBSL/HCI/RFP/01/2018-19 dated 20.02.2019. (includes separately sealed 'Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the General Manager, Canara Bank Securities Limited, 7th Floor, Maker Chambers III, Nariman Point, Mumbai-400021.

All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

11.1. Part A- Conformity to Eligibility Criteria:

Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

The Conformity to Eligibility Criteria as per Annexure-1.3 among others must contain Demand Draft towards the Application Money as per the Clause 5.1 and EMD/ Bank Guarantee in lieu of EMD as per Appendix-B of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Annexure 1.3.

The Placement of Application Money and EMD in other than Conformity to Eligibility Criteria will make the bid liable for rejection.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "supply, installation, maintenance of hyper-converged integrated system for CBSL/HCI/RFP/01/2018-19 date 20.02.2019 HCI".

11.2. Part B-Technical Proposal:

Technical Proposal should be submitted as per the format in Annexure 2.1 relevant technical details and documentation should be provided along with Technical Proposal.

It is mandatory to provide the technical details of the Solution required by the Company in the exact format of Annexure 2 of this tender.

The offer may not be evaluated and may be rejected by the Company without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail the reason for their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer.

The Company shall not allow / permit changes in the technical specifications once it is submitted.

The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.

The Technical Proposal should be complete in all respects and contain all information sought for, Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part B-Technical Proposal should be complete and should cover all products and services.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and

superscribed on the top of the cover as "PART B Technical Proposal for CBSL/HCI/RFP/01/2018-19 dated 20.02.2019" for supply, installation, maintenance of hyper-converged integrated system ".

11.3. Part C-Commercial Bid:

Commercial Bid (Indicative) should be submitted as per the instruction in Appendix-C.

Commercial Bid (Indicative) shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid (Indicative) should give all relevant price information. Any deviations from the Bill of Material / non- submission of prices as per the format shall make the bid liable for rejection.

Under no circumstances the Commercial Bid (Indicative) should be kept in Part-A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) Covers. The placement of Commercial Bid (Indicative) in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.

The indicative Bill of Material(must be attached in Technical Proposal as well as Commercial Bid (Indicative). The format will be identical for both Technical Proposal and Commercial Bid(Indicative), except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Company.

After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "PART C Commercial Bid (indicative) for CBSL/HCI/RFP/01/2018-19 dated 20.02.2019"for **supply, installation, implementation and maintenance of Hyper-converged Infrastructure (HCI Solution)**

12. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be enclosed
1.	The Bidder must be an entity registered as a corporate body / Public or Private Ltd company / Public sector unit / Partnership Firm / LLP / Proprietorship firm / LLC under the laws of the country in which it is incorporated and have office in India or / and an autonomous Institution approved by GOI / RBI promoted	Copy of certificate of incorporation / registration / License and any other relevant document issued by competent authority etc.,
2.	Should be in existence for at least 5 years as on 31st March 2018 (in case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier / original Partnership firm / Limited company can be taken into consideration)	Audited Annual Report, Certification of Incorporation, Certificate of commencement of business, license etc. and any other relevant document issued by Competent Authority to be submitted as proof
3.	The bidder Shall be a Original Equipment Manufacturer (OEM) of server's OR An Authorised Dealer	If the applicant is a manufacturer, Bidder should have manufacturing & testing facilities of International Standards and should enclose the details of the locations where the Manufacturing and Testing facilities are available. [If the Bidder is an Authorised Dealer, an authorisation letter from their OEM to deal / Market their Product in India and it should be valid for a minimum period of 6 (Six) years from the date of submission of the Bid. Manufacturer / Dealer / Distributor Certificate.
4.	The Bidder should have experience and expertise in setting up HCI-Virtualization activity for scheduled /commercial / broking houses (Public / Private Limited Companies). Weightage will be given for those who have implemented HCI solutions in Public sector/Govt companies	Self-Declaration & certificate of installation from the clients.
5.	The bidder should have already been awarded contract and performed such HCI solution setup and work for at least one Company in India or foreign Company/firm (for their offices in India) or broking house/bank (public / private limited companies)	Client references for successfully completed assignments.
6	The Bidder should not be a blacklisted / debarred company as on date of submission of RFP by any Government entity, Bank or Financial Institutions	Bidder should submit declaration to this effect.
	The Bidder must be a profit-making organization for the last three financial years	The Bidder must submit duly certified audited copies of their Annual Accounts, including Balance Sheet, P&L Account and Audit Report, for the last three financial years
7	Bidder should be having minimum accreditation of ISO: 9001:2005	Bidder should provide Valid ISO Certificate

13. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD

The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand Only) by way of Demand Draft drawn on any scheduled / nationalized bank in favor of Canara Bank Securities Limited, Mumbai, payable at Mumbai and should be kept along with the **Part – A – Conformity to Eligibility Criteria**

In Case the EMD is submitted in the form of Bank Guarantee the same should be valid **for minimum period of 6 months** from the last date for submission of offer.

Submission of EMD in other than Eligibility Criteria Envelope-I is liable to be rejected on grounds of non-submission of EMD.

The EMD of the Bidders not qualified under evaluation of Part – A – Conformity to eligibility Criteria will be returned within 15 days after opening the Part – B - technical Proposals. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening of the commercial bid of the technically qualified bidders / conducting Reverse Auction. The EMD of other bidders will be returned upon the selected bidder accepting the order/LOI and furnishing the Performance Bank Guarantee.

The EMD may be forfeited/ Bank Guarantee may be invoked:

If the Bidder withdraws or amends the bid during the period of bid validity specified in this document.

If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

14. CLARIFICATION OF OFFERS

During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the Company and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Company.

The Company may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the Company reserves the right for such waivers.

15. EVALUATION OF BIDS

15.1. Technical Evaluation: Technical evaluation will be considered on the basis of the following:

- i. Bidder's eligibility criteria, technical eligibility mentioned in the RFP.
- ii. Terms and conditions and scope of the RFP.

15.1.1. Only those bidders and Bids who have been found to be in the conformity of the eligibility terms and conditions during the preliminary evaluation, would be taken up by the Company for further detailed evaluation. Those Bids, which do not qualify the eligibility criteria and all terms during preliminary examination, will not be taken up for further evaluation.

15.1.2. The Company may use the services of external consultants for technical evaluation.

15.1.3. The company reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc in which all the travelling/lodging etc. expenses will be borne by the CBSL.

15.1.4. The Company will undertake the evaluation on the responses provided by the bidder in the Format

15.1.5. Company reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Company's opinion it is found to be minor deviation or acceptable deviation.

15.1.6. Bill of Materials (with Masked Price Schedule) submitted along with Technical Bid will be first evaluated and if the Company, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the price bid submitted, it will be considered non-responsive and accordingly rejected.

15.1.7. During evaluation of the Bids, the Company, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.

15.1.8. Scores will be allotted as per evaluation matrix finalized by a Committee constituted by the Company. Bidders who achieve overall score of 75% & above will qualify for the next stage of evaluation (i.e. financial bid evaluation).

15.1.9. At the STT DC location, we are hosting an Oracle Database for front office and Microsoft SQL Database for back office on SAN Storage i.e. HP MSA 2040 SAN Storage and both workloads are configured in high availability i.e. cluster mode, these workloads may not be required to host in proposed HCI Solution but these workloads are required to access by application/Interfaces which would be hosted in proposed HCI Solution.

15.1.10. Technical Eligibility:

Sr No.	<ul style="list-style-type: none"> • Technical Eligibility 	Yes/No
A	General	
1	The solution shall be a leader in the latest Gartner's Magic Quadrant for Integrated Systems.	
2	The proposed solution should be a Hyper-Converged Appliance that comes pre-installed with various software including Software Defined Storage with Enterprise class Storage Services, replication with management and associated hypervisor	
3	The storage solution with the HCI should have in-built software defined storage capability integrated within the Hypervisor kernel itself or should be using virtual storage controller architecture.	
4	Should be based on modular scalable architecture having the ability to add, auto-discoverable nodes, it must support automated cluster deployment, configuration and non-disruptive updates.	
5	The solution should deliver zero data loss capability in case of disk, host, network or Rack power failure.	
6	Hypervisor layer should provide High Availability for VMs. It should support features like snapshots & cloning of individual virtual machines, non-disruptive Scale-Up & Scale-Out to grow capacity and/or performance whenever required. It should provide ease of use wizard for snapshot scheduling	
7	Virtualization software should provide enhanced visibility into storage throughput and latency of hosts and virtual machines that can help in troubleshooting storage performance issues.	
8	The solution should support Online Analytics on Health of the storage and provide predictive alerts.	
9	Shared Storage must be created by clustering server attached disks (like SSDs, HDDs, NVMe etc.) and should not use any external storage devices (like NAS, SAN etc.)	
10	HCI solution should provide multiple point-in-time recovery which will allow reversion to earlier known states with data integrity.	
11	Virtualization software should provide integration of 3rd party endpoint security to secure the virtual machines with offloaded antivirus, anti-malware solutions without the need for agents inside the virtual machines.	
12	The Virtualization management should provide smart virtual machine disk placement and load balancing mechanisms based on I/O and space capacity which will help decrease operational effort associated with the provisioning of	

	virtual machines and the monitoring of the storage environment	
13	To be provided with minimum 4 nodes and additional capacity to be factored for HA caching	
14	Each Hyper Converged node should provide minimum 4 x 10Gbps SFP+/ BaseT and 2 x 1Gbps RJ45 networking ports. It should contain hot swappable non-shared redundant power supplies and cooling fans. This NW ports can be at higher side with latest available configuration. The HCI solution should provide High Availability from Day 1. The proposed solution must be able to sustain one node failure and it should in no way affect/degrade the production services & usable resources, to the end user application.	
15	1.Each node should be configured with minimum 1 x 24 core @ 2.1 GHz Intel Skylake Platinum Processor or latest available at time of bidding for the entire cluster	
17	Hyper-converged appliance/solution must provide desired capacity and performance using ALL FLASH (SSD) for proposed HCI solution.	
18	The solution should support NFS, ISCSI & SMB protocol to enable various types of storage traffic.	
19	The solution should provide enterprise data services such as de-duplication, encryption & compression without dependence on any proprietary hardware. This should be delivered in all flash solution. These functionalities should be part of the proposed solution and licensed.	
20	The solution shall provide the ability to hot plug all resources and add new nodes into the cluster, without requiring any cluster downtime.	
21	The solution must support back up of critical Virtual machines, so that the same can be recovered in case of data loss, all licences to enable the same must be part of overall solution	
22	The solution shall provide built-in replication capability which will enable efficient array-agnostic replication of virtual machine data over the LAN or WAN. This replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.	
23	The solution shall provide the ability to expand virtual disks (boot and non-boot disks) without downtime and provide options for locating new virtual disks for existing workloads on different tiers of storage for both Windows and Linux workloads	
24	The proposed HCI solution should be able to connect to the external SAN storage for: 1) Data migration during initial migration of existing VMs onto the HCI Solution. 2) using the external SAN storage for backup,archival, file stores, etc.	

25	<p>The bidder shall propose Plan & Design/ Architecture and Health check services from the OEM. Bidder/OEM shall conduct a health-check quarterly of the deployed solution and submit a report indicating compliance to reference architecture and best practices, otherwise OEM to conduct the health check.</p> <p>The solution should be compatible for all industry standards pertaining to HCI solution</p>	
26	<p>The solution should provide a log analytical tool which will show all the HCI system/application logs available in one single management window to make troubleshooting easier.</p> <p>Virtualization software shall provide a virtualization layer that sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability and security</p>	
27	<p>The solution shall provide ONE single management interface with end-to-end visibility of the HCI platform delivering key functionality such as performance, capacity and compliance management.</p>	
28	<p>The HCI Appliance should allow delivery of enterprise-class storage services and Networking using latest x86 server infrastructures. This should have no dependence on a separate Storage Area Network, DC networking & associated components such as SAN Switches, LAN Switches, LUNs and HBAs.</p>	
29	<p>Proposed HCI Appliance must be listed in the leader's quadrant in latest Gartner's Magic Quadrant for Hyper converged Infrastructure 2019. Server Hardware used in the proposed HCI solution must be in the leader's space of Gartner's Magic Quadrant for x86 Modular Servers last available.</p>	
30	<p>The proposed Solution should be an HCI Appliance with pre-integrated, factory installed components including HCI hardware and HCI software with single OEM support for both HCI software and hardware including proposed hypervisor solution.</p>	
31	<p>The proposed solution should be Hyper-Converged Appliance and each node should have minimum 24 Physical cores of Intel® Xeon® Intel Skylake Platinum Scalable Processors 3.6 GHZ, minimum 200GB of memory and minimum of 5 TB Usable storage space of flash disk (SSD) without any compression and de-duplication.</p> <p>Processor should be latest available at time of bidding for the entire cluster and Node.</p> <p>However, the bidder has to provision required computing and capacity required to cater the HCI software required i.e. software defined. The above required 42 Cores and 500 GB is only to host workload of company requirement.</p> <p>The bidder has to propose same infrastructure needs for DR Site.</p>	
32	<p>Separate dedicated SSD (Apart from above capacity SSD) needs to be provided as Caching SSD to improve the overall performance, If in case dedicated Caching SSD are not supported by the OEM, Then additional capacity SSD's needs to be factored by the OEM.</p>	

33	<p>The HCI appliance should support data at rest encryption (SDS Based or SED Based) for all nodes and all the drives. Licenses and software for the same should be considered for all the drives.</p> <p>The HCI cluster should have 8000 IOPS per node based on 30% Write, 70% Read ratio and storage latency of sub 5ms.</p>	
34	<p>Separate SSD/SAS apart from the capacity SSD requested needs to be considered (in redundancy) for Booting the Virtualization OS</p> <p>In case Separate SSD for booting cannot be configured, additional node has to be provided for better resiliency in each cluster.</p>	
35	<p>Each node should have at least six number of 10Gbps ports (2x10Gbps BaseT ports for SDS traffic, 2X10Gbps BaseT for Data traffic and 2x10Gbps BaseT for backup traffic).</p> <p>SAN Storage is connected to Front end and Back end Database physical server via direct fiber cable. Database hosted on this physical server is accessed by front office and back office application server connected in Cisco switch. Relevant application hosted on nodes in cluster should able to access DB.</p> <p>Bidder should provide and configured connectivity/switching function for effective Uplink and Downlink traffic exchange with nest performance.</p> <p>Solution should be based on modular scalable architecture having the ability to add auto-discoverable Nodes, It must support automated cluster deployment, configuration and non-disruptive updates.</p>	
36	<p>Single Web Interface Central Management for Compute, Storage and Clustering.</p> <p>"The solution should provide a single unified management console for the management and monitoring of the proposed HCI environment including virtualization software, Hyper convergence software and associated components. The solution should have automated notifications and alerting capabilities. The licenses for the same should be included from Day 1."</p>	
37	<p>The Solution should be able to monitor end to end session of the user including giving the insight of the underlying infrastructure like Server, Storage and Network</p>	
38	<p>The HCI appliance must support simple 1 node scaling and must not be complex with different kinds of nodes, The solution shall provide scale-up (by adding SSD) and scale-out (by adding nodes) architecture.</p>	

39	<p>Licenses for De-duplication, compression & encryption needs to be considered and provided for the entire capacity. If any additional Hardware is needed to be considered for the same as part of the node, it should be provided in redundancy per node. In case the additional hardware component can't be provided in redundancy per node, then additional node needs to be considered in addition to the required configuration to take care of single point of failure in every cluster.</p> <p>The capacities created via de-dupe and compression should not be considered as part of the usable capacity mentioned sizing above. The capacity created via De-dupe and compression will be used by NIA for any expansions in the future.</p> <p>OEM/Bidder are expected to give a detailed breakup of the storage sizing and usable sizing without De-dupe and Compression.</p>	
40	<p>HCI Appliance should be bundled with 24x7 support from OEMs with 6 Hrs call to resolution (CTR) time in case of hardware failure. Support for the HCI software and underlying hardware should be provided by the same OEM. 5 Years comprehensive warranty should be provided with the solution.</p>	
41	<p>The solution should sustain zero data loss in case of disk or complete node failure. The threshold for the same must be one entire node in a HCI cluster. Requested/Usable resources i.e. RAM, Storage Capacity and Cores should be available after one node failure as well.</p>	
42	<p>Single dashboard to manage and provision virtual machines, network, storage, monitor performance and manage events & alerts. It should also contain a dashboard for monitoring & generate reports that can be customizable as per needs and additional licenses (if applicable) should be included.</p>	
43	<p>The entire solution including the hypervisor must be supported by the same OEM through a single call in number</p>	
44	<p>The HCI should be able to provide availability parameter of 99.999 % from the date of acceptance of the HCI to be calculated on an annual basis.</p>	
45	<p>The bidder shall propose all the software components with unlimited incident support for severity 1 with L1, L2, L3 level technical support (Email, Phone & Web) directly from the original OEM. The support should be available 24x7x365 with unlimited updates and upgrades during the complete tenure of the project without any additional cost.</p>	
46	<p>The bidder has to baseline of all software supplied and required for proposed RFP. The Proposed solution should able to integrate the end points which are not in AD and not having DNS. The Top of the rack switch (TOR) should be able to integrate with existing Core Switch on Open Standard protocol.</p>	
B	<p>Virtualization Software/Hypervisor</p>	
1	<p>Hypervisor proposed in this HCI solution must be in the leader's space of Gartner's Magic Quadrant for x86 Virtualization Hypervisor latest whichever is available.</p>	

2	Virtualization software shall provide a virtualization layer that sits directly on the bare metal server hardware with no dependence on a general-purpose OS for greater reliability and security	
3	The proposed solution should have life cycle management capabilities that should automate task like deployment, patching & upgrades on multiple physical servers. Hypervisor should be of VM base on which VM will run.	
4	Virtualization software shall provide the ability to hot-add CPU and Memory and hot-plug disks and NICs without the need to reboot the workload. All the features should be made available in GUI base interface for ease of operation.	
5	The solution should be capable of intelligent placement for workloads, so that the load gets distributed dynamically without any manual intervention and get efficient performance. This should be integral part of the solution and should not insist on any specific hardware make or model. Existing OS license with CBSL should be re- used in HCI nodes – 2008R2 Enterprise edition SP1 and 2012 STD.	
6	The solution should provide a virtual switch which can span across a virtual data enter and multiple hosts should be able to connect to it. This in turn will simplify and enhance virtual-machine networking in virtualized environments. Also it should provide Network QoS to define priority access to network resources.	
7	The solution should support VM-level and Cluster-level encryption which protects unauthorized data access both at-rest and in-motion without any dependency on underlying hardware or dependence on SEDs	
8	The solution should provide capacity analytics which can identify over-provisioned & under-provisioned resources so they can be right-sized for adequate performance and avoid resource wastage.	
9	Propose Hypervisor software should be factory bundle with the HCI solution and it should be compatible with propose tool software solution, Bidder need to provide the tool software vendor reference architecture/ other documents to certify the same.	
10	The solution should provide a log analytical tool which will show all the logs available in one single management console and a single location to collect, store, and analyze unstructured data from OS, apps, storage, network devices, etc. to make troubleshooting easier. Solution provide OEM should be able to provide the Virtualization software for both End Point and Server.	
C	Data backup and DR	
1	Both Asynchronous and Synchronous replication to be supported per VM with any point in time recovery for critical VM with RPO of 15 minutes. The proposed replication solution should have WAN optimization features to reduce WAN bandwidth consumption. All the licenses required should be included from day-1.	
2	The solution must be proposed with Disk based backup Appliance with an option to Tape out. The Disk based backup appliance, Backup Software should be from the same OEM that is supplying the HCI Appliance.	
3	Proposed software must support multi-site replication including DR setup It should support up to 2 replica copies for each protected virtual machine with automated failover and failback capability. All the licenses required should be included from day-1	
4	Proposed Replication Solution should be able to Replicate to Traditional Infrastructure as well if required. All the licenses required should be included	

	from day-1.	
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Scoring Methodology:

The technical scoring of the proposals will broadly on the following criteria:

SR	Evaluation Parameters	Maximum Marks
1	Standing of the company	8
1.1	10 years and above	8
1.2	Between 5 To 10years	5
1.3	Between 3 To 5 years	3
2	Experience in Virtualization The Bidder should have experience and expertise in setting up HCI-Virtualization activity for PSU / Banks / commercial / broking houses (Public / Private Limited Companies). Weightage will be given for those who have implemented HCI solutions in Public sector/Govt companies. Self-Declaration & certificate of installation from the client as valid proof.	15
2.1	More than 5 assignments*	15
2.2	3 to 5 assignments*	10
2.3	Up to 3 assignments*	5
3	Suitability of key resources & competency	10
3.1	Quality of key resources to be assigned to the project, implementation, integration, relevant experience of the resources and Broking software knowledge and previous experience in implementation of centralized software in the Banking/Broking Industry. 0.5 marks each for total combined experience. Example 3 resources with 4 year,3 year,5-year exp then – 4+3+5 = 12*0.5 = 6 then max 5 marks will be allotted. Resource detail and relevant experience/certificates should be provided.	5

3.2	Competency: competency of the organization in various areas of technology and the different skill sets that the resources possess with their years of experience. The strength of the competency consists of architects, developers, business analysts and administrators and their experience in the areas of Software development and implementation in the Public sector banks/Broking house Integration/Centralization software. Services offered by OEM in terms of other services like – Network devices/firewall – Storage solution - System integrator relevant authorized partnership certificates should be provided.	5
4	Presentation document and evaluation of the entire project & Technical proposal	30
5	Technical eligibility of the HCI product mentioned in RFP, Marks will be allotted for maximum YES remarks among all question for the HCI product. Valid proof/justification should be provided for eligibility, wherever necessary. (0.5 marks for each “yes” as per Technical Eligibility-1.1 A):	23
6	Technical eligibility of the Virtualization Software/Hypervisor mentioned in RFP, Marks will be allotted for maximum YES remarks among all question for the HCI product. Valid proof/justification should be provided for eligibility, wherever necessary. (1.0 marks for each “yes” as per Technical Eligibility-1.1 B):	10
7	Technical eligibility of the DATA Backup mentioned in RFP, Marks will be allotted for maximum YES remarks among all question for the HCI solution. Valid proof/justification should be provided for eligibility, wherever necessary. (1.0 marks for each “yes” as per Technical Eligibility-1.1 C):	4
	Total	100

1.1.1. Make and Models:

It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder

should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale, such hardware should have a reasonable time span for usage.

The bidder should ensure usage of latest version of hardware specs, licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale such hardware should have a reasonable timespan for usage. Required software to be updated by the successful bidder at their own cost, including licensing, if any.

1.1.2. Documentation:

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the Company. The Company is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFP for its own use

15.2 Financial Evaluation:

- i. Total cost shall include all consultancy charges quoted in the bid excluding applicable taxes.
- ii. The Financial bid will be evaluated based upon lowest quote only.
- iii. The Financial bids of those bidders only that have cleared technical stage shall be opened.

Evaluation Criteria

(i) The evaluation of Bidders will be based on a three-step process.

a) Technical scores will be given based on the bid submission and as per Scoring Methodology.

b) Bidders scoring a minimum of 75% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.

c) For final award of the Contract, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores as explained in below example.

Shortlisted Bidders will be ranked on the basis of the above combined score. The Bidder securing highest combined score shall be recommended for award of the contract, after normalization, if any, required

16. PRICE COMPOSITION:

The Company will consider the TCC (total cost of project) furnished by the bidder in Financial Bid for the purpose of evaluation. The Company is having liberty to place order for all the assignments or any one of the assignments with the successful bidder. The charges / fees quoted should be only in Indian Rupees.

The charges / fees shall be on a fixed price basis (Indian Rupees only) and should not be linked to the Foreign Exchange.

The charges / fees quoted should be exclusive of all taxes, duties, etc. (exclusive of GST).

The H1 bidder will be determined on the basis of the weighted evaluation of technical and commercial bid.

32.2. Weighted Evaluation:

In respect of all the qualified bidders, in whose case the commercial bid has been opened, a combined techno-commercial evaluation will be done by the CBSL as per the following procedure, with relative weights of 70% for the Technical Score and 30% for the commercials

32.3. Technical score will be arrived at by treating the marks of the bidder scoring the highest Marks (T-high) in Technical evaluation as base. Technical score for other bidders will be Computed using the formula = Marks of the bidder * 70/100

32.4. Similarly, Commercial Score of all technically qualified bidders will be arrived at taking the cost quoted by LI bidder (say C-low) as base. Marks for other bidders will be Calculated using the formula = C-low / Cost quoted by bidder * 30

32.5. Then combined score is arrived at by adding Technical Score and Commercial Score. The Successful bidder will be the one who has the highest Combined Score (H-1).
Weightage for Technical Evaluation is **70%** and Commercial Evaluation is **30%**

Example: -

Sr No	Vendor Name	Technical Evaluation Marks (T)	Technical Score $T*70/100$	Commercial Bid Price in INR (C)	Commercial Score ($C \text{ Low}/C \times 30$)	Combined Score (out of 100)	Final Score
1	M/s ABC	85	$85*70/100=59$	1100000	$1100000/110000*30$	30	$59+30=89$
2	M/s XYZ	70	$70*70/100=49$	1250000	$1100000/1250000*30$	26	$49+26=75$
3	M/s Pqr	90	$90*70/100=63$	1300000	$1100000/1300000*30$	25	$63+25=88$

In the above example, Bidder **M/s ABC** with highest score becomes the successful Bidder.

17. AWARD OF CONTRACT:

- 17.1. From top 3 bidders, with combined highest score as per above clause will be referred to as the selected bidder and CBSL will notify the name of the selected bidder by display in the Notice Board/official website of the CBSL.
- 17.2. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 17.3. CBSL reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 17.4. The Shortlisted bidder will be required to supply the solution along with the hardware to the CBSL.

18. OTHER TERMS

The Successful bidder shall enter into an agreement for the services in the form acceptable to the Company.

The proposal and all supporting documentation submitted by the Bidder shall become the property

of the Company.

19. TERMS OF PAYMENT

The terms of payment will be as follows (these are arrived based on the milestones to be achieved):

19.1. Payment schedule will be as under:

Sl. No.	Payment Stages	%of Payment	Condition/Remarks
1	Delivery	60%	On delivery of all Hardware & Software items on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by CBSL officials of the respective office should be submitted while claiming payment in respect of orders placed.
2	Installation, configuration & commissioning	30%	30% of the total cost will be released after successful installation, configuration & commissioning of Hardware & Software items supplied as per Scope of Work. The vendor has to submit installation reports duly signed by the CBSL officials of the respective offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
3	Warranty	10%	10% of the total cost shall be released only after completion of warranty period of Three years. This amount will be retained as project security deposit.

19.2. Payment shall be released within 15 days of submission of relevant documents as per RFP terms.

19.3. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary CBSL Details like Account No., CBSL's Name with Branch, IFSC Code etc.

19.4. During this one-month period, the bidder and Company will arrive at conclusion that whole scope of work has been covered and deliverables given, and the Company's staff has been sufficiently trained to carry forward the work.

19.5. No advance payment will be made.

20. ACCEPTANCE OF OFFER

The selected bidder after final evaluation process will, within five (05) days from the date of receipt of communication of award of contract, intimate his acceptance of the order. The successful bidder shall complete all the terms and condition as per clauses mention in RFP.

21. CANCELLATION OF CONTRACT AND COMPENSATION

The Company reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Company in the following circumstances:

The selected bidder commits a breach of any of the terms and conditions of the bid / contract.

The bidder goes into liquidation voluntarily or otherwise.

An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

Any other valid reason in the opinion of the Company.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Company may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable notwithstanding the reason of the cancellation of the contract. The selected bidder shall provide necessary help for smooth transition for the new vendor.

The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and / or invoking Company EMD.

22. START OF SERVICES

The bidder shall be responsible for commencing the service under this tender within 1 week from the date of Engagement order / agreement or such other commencement date decided and intimated by the Company. The responsibility of collecting all the required information pertaining to the present systems of the Company shall be with the selected bidder.

Cost of any licenses / software / hardware / material required to provide the consultancy services listed under "Scope of Work" should be borne by the selected bidder.

23. EXECUTION OF SLA / NDA

Confidential Information if any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.

As the successful bidder will have access to Company specific information / acquire business related knowledge which are sensitive, confidential etc., the bidder is required to sign confidentiality (Non –

Disclosure) agreement not to disclose or part with any information relating to the Company or its customers, vendors etc. to any person/s for any reason whatsoever. The successful bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the tender and as may be prescribed by the Company regarding deliverables and (b) Non-disclosure Agreement (NDA). The bidder should execute the SLA and NDA after acceptance of purchase order.

24. PENALTY

The Company may charge penalty for any delay in the execution of the project due to reasons attributable to the successful bidder at the rate 0.5% per week of the quoted / estimated fee for the project assigned subject to a maximum of 10% of the Contract amount. The penalty will be calculated on the amount of fixed fee quoted for a particular assignment. Fraction of week is to be construed as one full week for arriving at the delay in terms of weeks

25. PROJECT COMPLETION AND MANAGEMENT

For smooth completion of project, the Bidder should identify one or two of its representatives at Mumbai or at a place decided by the Company as a single point of contact for the CBSL.

26. PROJECT OWNERSHIP

If the bidder is offering solutions/products from other bidders/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership and also maintenance & support of all hardware and software related to SUPPLY, INSTALLATION, MAINTENANCE OF HYPER-CONVERGED INTEGRATED SYSTEM and Other Items which are relevant to this RFP.

Ownership letter by the bidder to be submitted (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).

The Bidder also must submit a Certificate / Letter from OEM that the proposed Hardware, OS, any other related software and the solution offered by the Bidder to the Company are correct, viable, technically feasible for implementation and the solution will work without any hassles.

27. IT SECURITY AND CYBER SECURITY

The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply with the security standards including Cyber Security.

The Company will not provide any remote session and direct internet connectivity to the equipment in terms of support which may lead to the vulnerability of the Systems.

The Company may conduct Cyber Security Audit in the proposed solution after complete implementation.

The Bidder has to make the necessary changes in the configuration as directed by the Security Team of the Company after Security audit like VAPT, Code Audit etc, without disturbing the production and existing Backed up copies.

C. TERMS AND STIPULATIONS

28. EFFECTIVE DATE

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The CBSL reserves the right to consider the late acceptance of the order, if any, at its discretion.

29. PROJECT EXECUTION

The CBSL and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

30. EXECUTION OF AGREEMENT

- 30.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the CBSL at Mumbai as per the format to be provided by the CBSL. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the CBSL and also rejection of the selected Bidder.
- 30.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the CBSL receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 30.3. The Integrity Pact Agreement as per annexure - K submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.
- 30.4. CBSL reserves the right to select the next ranked bidder, if the selected bidder not accepting the Purchase Order or withdraws his proposal after selection or at the time of finalization of the contract or disqualified on detection of wrong or misleading information in the offer.

31. DELIVERY, INSTALLATION & COMMISSIONING

- 31.1. CBSL shall provide the address and contact details for delivery of Servers and other items while placing the order.
- 31.2. Delivery of all Servers and Other Items should be within 5 weeks from the date of receipt of the Purchase Order for non-road permit locations. The Delivery period for Road Permit locations will be 6 Weeks. Please note that no extra charges will be paid for those locations where road permit is required. Vendor has to arrange for road permit at his own cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 31.3. Non-compliance of the above delivery will result in imposing penalty at 0.50% per week or part thereof, on the invoice value branch / location wise.
- 31.4. The successful bidder should ensure installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the CBSL within 3 weeks from the date of delivery of all the materials for each ordered location.

- 31.5. CBSL reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the CBSL. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the CBSL in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC (if contracted) should be applicable to the altered locations also.
- 31.6. The Installation will be deemed as incomplete if any component of the hardware is not delivery or is delivered but not installed and / or not operational or not acceptable to the CBSL after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.
- 31.7. The CBSL will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the Vendor is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the CBSL. However, the CBSL will provide letters / certificate / authority to the Bidder, if required.
- 31.8. Commissioning of the hardware will be deemed as complete only when the same is accepted by the CBSL in accordance with the Terms & Conditions of this Tender.
- 31.9. Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by CBSL's Officials, along with delivery payment claim letter.

32. ORDER CANCELLATION/TERMINATION OF CONTRACT

- 32.1. The CBSL reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the CBSL in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 32.2. Delay in delivery beyond the specified period for delivery.
- 32.3. Serious discrepancies noted in the items delivered.
- 32.4. Breaches in the terms and conditions of the Order.
- 32.5. The CBSL reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the CBSL on the following circumstances:
- 32.6. Non-submission of acceptance of order within 7 days of order.
- 32.7. Excessive delay in execution of order placed by the CBSL.
- 32.8. The selected bidder commits a breach of any of the terms and conditions of the bid.
- 32.9. The bidder goes in to liquidation voluntarily or otherwise.
- 32.10. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 32.11. The progress made by the selected bidder is found to be unsatisfactory.
- 32.12. If deductions on account of liquidated Damages exceeds more than 10% of the total contract

price.

- 32.13. CBSL shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during AMC period (If contracted).
- 32.14. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the CBSL reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 32.15. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the CBSL reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the CBSL may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the CBSL within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 32.16. The CBSL reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 32.17. In addition to the cancellation of purchase order, the CBSL reserves its right to invoke the Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

33. LOCAL SUPPORT

- 33.1. The bidder should be capable of meeting the service & support standards as specified in this tender.
- 33.2. The bidder shall provide Warranty and AMC support [if contracted] on 24*7*365 basis for all the locations.
- 33.3. Response Time and Meantime to Restore [MTTR]
 - 33.3.1. Response Time and Meantime to Restore [MTTR]
 - 33.3.2. Response Time shall be 4 hours and MTTR shall be 6 hours. Time specified above is from lodging of complaint.

34. UPTIME

- 34.1. The bidder shall guarantee a 24x7 availability with monthly uptime of 99.999% for the server and other equipment as specified in RFP during the period of the Contract and also during AMC, if contracted, which shall be calculated on monthly basis.
- 34.2. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the CBSL unable to perform any of the defined functions on the Servers, Storage Systems and other Items. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the CBSL acknowledges the same.
- 34.3. If the Bidder is not able to attend the troubleshooting calls on Servers, Storage Systems and other Items working due to closure of the office/non-availability of access to the Servers, Storage Systems and other Items, the response time/uptime will be taken from the opening of the office for the purpose of uptime calculation. The Bidder shall provide the Monthly uptime

reports during the warranty period and AMC period, if contracted.

34.4. The Downtime calculated shall not include any failure due to Company, third party and Force Majeure.

34.5. The percentage of uptime is calculated on monthly basis as follows:

(Total contracted hours in a month - Downtime hours within contracted hours)/Total contracted hours in a month (multiplied by 100)

If the bidder fails to guarantee the required uptime, Penalty for uptime will be deducted as under:

Level of availability calculated on monthly basis	Penalty amount
99.9% to 100%	No Penalty would be deducted
98.90% to < 99.90%	0.10% (Plus GST) on total order value for every hour
97.90% to 98.90%	0.20% (Plus GST) on total order value for every hour
96.90% to 97.90%	0.30% (Plus GST) on total order value for every hour
95.00% to 96.90%	0.50% (Plus GST) on total order value for every hour
	1.00% (Plus GST) on total order value for every hour

34.6. The maximum penalty levied shall not be more than 50% the AMC amount payable, if contracted, per quarter.

34.7. If monthly uptime is less than 95%, the Company shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the above penalty. The above penalty shall be deducted from any payments due to the bidder (including AMC payments).

34.8. If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify or replace the same at bidders' cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

34.9. The Bidder is expected to ensure minimum uptime of 99.90 during the AMC period, if contracted. Bidder is liable for liquidated damages (LD) @ 0.50% (plus GST) of the AMC amount payable quarterly, in case he fails to ensure the required uptime stipulated as above. Such LD is besides the Company's Right to invoke the Bank Guarantee in case Bidder fails to ensure the required uptime continuously over a period of One year.

34.10. The liquidated damages shall be deducted / recovered by the Company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Orders levying liquidated damages without prejudice to the Company's right to levy any other penalty where provided for under the contract.

34.11. All the above LDs are independent of each other and are applicable separately and concurrently.

34.12. LD is not applicable for the reasons attributable to the Company's and Force Majeure.

35. WARRANTY

35.1. The Bidder has to provide comprehensive Onsite replacement warranty for 3 (three) Years

35.2. The warranty will cover all the supplied components including software and start after the

project acceptance & sign-off.

- 35.3. The entire equipment / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including for the display panel, updates, minor upgrades of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of three years from the Date of Installation/Commissioning.

36. ANNUAL MAINTENANCE CONTRACT (IF CONTRACTED)

- 36.1. The Company, at its discretion may enter into Annual Maintenance Contract AMC with the Bidder after completion of respective warranty periods.
- 36.2. Support for maintenance of Servers (including OS and software license- HCI) and Other Items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.
- 36.3. The Company will pay AMC charges for Servers and Other Items after the end of warranty period. Such payment should be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 36.4. During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include the following:

36.4.1. Rectification of Bugs/defects if any.

36.4.2. Ensuring uptime of 99.90%

36.4.3. Maintenance of Servers and Other Items including Software.

36.4.4. Rectification of Vulnerability Assessment and Penetration testing conducted by CBSL, OEM, third party vendor and government regulatory.

36.4.5. Version upgradation of firmware, hypervisor, management server and any other software/middleware supplied by bidder.

- 36.5. It may be noted that the Company reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 4% of the cost). The Company has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/ AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material. This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

- 36.6. Quarterly Preventive Maintenance:

During the period of Contract the successful Bidder shall ensure Preventive Maintenance is carried out once in a quarter. Company reserves the right to withhold the AMC payment of the ensuing quarter, if Preventive Maintenance is not carried out as per contract agreement. Further, Company may release the AMC payments, after deducting a penalty of 2% (plus GST) of

the AMC amount for that Quarter, if the Bidder fails carry out the preventive maintenance as per the contract.

37. Scope Involved During Warranty and AMC Period (if Contracted)

During the period of contract up to completion of Warranty and also during Annual Maintenance Contract (if contracted), the bidder shall perform the following:

- 37.1.1. If any software and Hardware updates provided by the OEM (Original Equipment Manufacturer) as free of cost, it should be provided and installed & configured by the selected bidder during Warranty and AMC support [If contracted].
- 37.1.2. Any corruption in the Software or media shall be rectified during the full period of the contract including Warranty and AMC, if contracted, at no extra cost to the Company.
- 37.1.3. The system spare parts / services, as and when required, and complete maintenance of the Servers, Storage Systems and other Items during warranty period and AMC (if contracted), shall be supported for a period to be specified by the Company.
- 37.1.4. The support shall be given in person or through telephone, remote, E-mail within a reasonable time as the case may be.
- 37.1.5. Only licensed copies of software shall be supplied and ported in the Servers, Storage Systems and other Items. The bidder shall grant an irrevocable perpetual license to the Company to use the software. Further, all software supplied shall be of latest version.
- 37.1.6. The bidder shall provide centralized complaint booking facility to the Company and the dash board, if available, shall be provided to the Company. The method of booking complaints shall be E-mail, Toll-free no, on line portal, web, etc.
- 37.1.7. Escalation matrix should be provided for support, technical, project, etc. as per Annexure 2.6. During AMC period [If contracted] Company may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all location, either partial items or all items of the contract.
- 37.1.8. At the time of submission of bids, the Bidder has to submit his quote for Servers & System Software for Virtualization, 2 years in the Commercial Bid separately for Comprehensive maintenance contract (AMC).
- 37.1.9. The Company, at its discretion may enter into Annual Maintenance Contract (AMC), with the Bidder after completion of respective warranty periods.
- 37.1.10. Support for maintenance of Servers & System Software for Virtualization supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.
- 37.1.11. The Company will pay AMC charges after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices.
- 37.1.12. During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include:
 - 37.1.12.1. Rectification of defects if any. Preventive Maintenance quarterly.
 - 37.1.12.2. Maintenance of Servers & System Software for Virtualization
 - 37.1.12.3. Replacement of all spares without any extra cost to Company covering all parts & labor.
- 37.1.13. It may be noted that the Company reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 4% of the cost). The Bank has discretion

to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the bidder. Bidder shall quote the charges of AMC as per the Bill of Material .This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

38. SPARE PARTS

The vendor shall make available the spare parts, components etc., for the systems for a period to be specified by the Company, during warranty and AMC period.

If any of the peripherals / components is not available during the warranty/AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity.

39. MEAN TIME BETWEEN FAILURES (MTBF).

If during the warranty period, any hardware items fails (hardware) on four or more occasions in a quarter, such hardware items shall be replaced by equivalent/ superior new hardware items by the vendor at no additional cost to the Company.

40. DEFECT LIABILITY

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty and AMC period (if contracted) of the contract and the bidder shall forthwith replace/make good such defective supplies at no extra cost to the Company without prejudice to other remedies as may be available to the bank as per RFP terms.

D. GENERAL CONDITIONS

41. INTELLECTUAL PROPERTY RIGHTS

Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Company shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Company the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Company for procuring an equivalent equipment in addition to the penalty levied by Company. However, Company shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalty in case service levels are not met because of inability of the Company to use the proposed solution.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Company are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

42. ROLES & RESPONSIBILITY DURING PROJECT IMPLEMENTATION

All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty and AMC etc., shall be provided by the Bidder at no extra cost to the Company for completing the scope of work as per this RFP.

The selected Bidder shall take all steps to ensure safety of bidder's and the Company's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or theirs sub- bidders.

In case any damage of Company's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

The selected vendor has to execute an Undertaking of Authenticity for Hardware Items as per (Annexure-2.3).

43. INDEMNITY

The bidder shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalty, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of:

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;
- Further, the bidder shall indemnify, protect and save the Company against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Servers & System Software supplied by them.

All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

The limits specified above said clause shall not apply to claims made by the Company /third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall be Company be liable for any payment or claim or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.

44. INSPECTION OF RECORDS

Company at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.

45. ASSIGNMENT

The vendors shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Company's written consent.

If the Company undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this RFP.

46. PUBLICITY

Any publicity by the bidder in which the name of the Company is to be used will be done only with the explicit written permission of the Company.

47. INSURANCE

The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Company. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/ware house to the location and such insurance cover should be available till installation of the Servers & System Software. If there is any delay in the installation which could be attributed to Company, in such an event the insurance must be available for minimum 30 days from the date of delivery of Servers & System Software.

48. GUARANTEES

The bidder should guarantee that the hardware items delivered to the Company are brand new and latest, including all components. In the case of software, the bidder should guarantee that the software supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

49. CONFIDENTIALITY AND NON-DISCLOSURE

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend; indemnify Company for any loss/damage suffered by Company on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in ANNEXURE-1.7

No media release/public announcement or any other reference to the RFP or any program there

under shall be made without the written consent of the Company, by photographic, electronic or other means is strictly prohibited.

50. AMENDMENTS TO PURCHASE ORDER

One purchase order is accepted by the bidder, no amendments or modifications of order and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

51. AMENDMENTS TO THE AGREEMENT

Once contract agreement and AMC agreement [If AMC contracted] are executed with the bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

52. GENERAL ORDER TERMS

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Company immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Company. There shall not be any delay in this regard. The decision of the Company to place orders or otherwise under such situation shall rests with the Company and the decision of the Company is final.

53. NEGLIGENCE

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Company, in such eventuality, the Company may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Company shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Company may sustain in this behalf. Thereafter, the Company may make good the failure at the risk and cost of the selected bidder.

54. RESPONSIBILITY FOR COMPLETENESS:

The bidder shall ensure that the Solution provided [Hardware/Software etc.] meets all the technical and functional requirements as envisaged in the scope of the RFP.

The bidder shall deliver, install the equipment and port the software, arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalty levied by Company for any deviation in this regard. The bidder shall provide for all drivers/software required installing, customizing and testing the system without any further charge, expense and costing to Company.

The Bidder shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him irrespective of whether these have been approved, reviewed or

otherwise accepted by the Company or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission in drawings and other information as mentioned above within the time schedule and without extra cost to the Company.

55. RESPONSIBILITIES OF THE BIDDER

By submitting a signed bid/response to this RFP the Bidder certifies that:

- The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Company. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- The Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP.
- The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Company.
- The Bidder also acknowledges that the Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Company expects the Bidder to fulfill all the terms and conditions of this RFP.

56. FORCE MAJEURE

The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Company in writing of

such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Company, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Company shall be final and binding on the Bidder.

57. CORRUPT AND FRAUDULENT PRACTICES

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

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

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

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

The decision of Company in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Company or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Company, it may do so in writing.

Any effort/attempt by a bidder to influence the Company in its decision on bid evaluation, Bid comparison or contract award may result in not rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Company directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for supply, installation and maintenance of Servers, System Software for

Hyper Converged Solution, by the Company.

58. RESOLUTION OF DISPUTES

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Mumbai, INDIA.

59. RESPONSIBILITIES OF SELECTED BIDDER

The Selected bidder has to inform change in the management of the company, if any, to the Company within 30 days from the date of such change during warranty and AMC period.

The Company will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty and AMC period and the selected Bidder shall provide the same.

The selected bidder basis as at the end of 31 st March and 30th September during warranty and AMC shall submit updated Escalation Matrix for the product/services on a Half-yearly period.

60. HUMAN RESOURCE REQUIREMENTS

The Bidder shall by executing the agreement shall be deemed to have unconditionally agreed as under:-

The Bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc., as part of the solution / service

The Bidder shall confirm that every person deployed by them on the project has been vetted through third party background verification prior to their engagement. The bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed / engaged in the project.

In case the performance of the Bidder / agent/ Employees engaged in the project is not satisfactory or is detrimental to the interest of the Company, the Bidder shall have to replace the said resource within the time limits specified by the Company. Where the Bidder, fails to comply with the Company's request, the Company may replace the said person or their agents / employees on its own.

The right to employment in the Company shall accrue or arise to the employees or agents of the

Bidder, by virtue of engagement of employees, agents etc. of the Bidder for assignment under this project. It is further clarified that the arrangements herein with the Bidder is contract for service.

The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualification and skill set and deployment experience for all critical activities.

The Bidder shall extend all of services by deploying such personnel that have high integrity and meet the qualifications and other criteria stipulated by regulators' or the Company from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel / individual below the minimum wages fixed by appropriate Govt. on this behalf from time to time, as per the provisions of minimum wages Act, 1948

61. LEGAL DISPUTES AND JURISDICTION OF THE COURT:

Without limitation a right for recovery of any amounts and related costs and the Company Clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including a right for damages.

All disputes and controversies between Company and Bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.

ANNEXURE

(Undertaking from the bidder on the Company's letter head)

We (and our employees) shall not, unless Canara Bank Securities Ltd. (herein called the Company) gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and for contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Company make use of any document or information given by the user, except for purposes of performing the contract awarded.

In case of breach, the Company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

ANNEXURES (To be submitted with Part A – Conformity to Eligibility)

Vendors to verify the checkpoints and ensure accuracy of the same before submission of the bid.

ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Details of Offices/Branches/Service Centers	
6	Authorization Letter (Separately Brought be the Company representative for the opening of Bid)	
7	Non-Disclosure Agreement	
ANNEXURES (To be submitted with Part B-Technical Proposal)		
8	Technical Bid Covering Letter	
9	Technical Specifications for Servers, VMware, RHEL licenses	
10	Undertaking of Authenticity for Hardware & software	
11	Compliance Statement	
12	Undertaking Letter	
13	Escalation Matrix	
14	Manufacturer/Authorized Distributor in India Form	
ANNEXURES (To be submitted with Part-C -Commercial Bid)		
15	Covering Letter for Commercial Bid	
16	Bill of Material(Indicative)	

Vendors to verify the checkpoint and ensure accuracy of the same before submission of the bid

Annexure -1.1

Checklist

Date: _____ Signature with Seal:.....

Name: Designation:.....

No	Annexure-1: Other Clauses	Vendor Response [Yes/No]
1	Whether Cost of the Tender document (Demand Draft payable at Mumbai) is submitted along with the Part A-Conformity to Eligibility Criteria?	
2	Whether EMD / Bank guarantee Submitted in the Part A- Conformity to Eligibility Criteria?	
3	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria	
4	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials).Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
5	Whether Call log in Procedure, Preventive and Break down / Corrective Maintenance is provided?	
6	Whether address of Office on which order has to be placed is indicated	
7	Whether ensured that, the Hardware Items quoted are not End Of Life/End Of Support?	
8	Whether ensured that, the separately sealed envelopes containing Part A-Conformity to Eligibility Criteria, Part B- Technical Proposal and Commercial Bid are placed and sealed in another big envelope super scribed as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top	
9	Whether ensured Indexing of all Documents submitted with page numbers?	
10	Whether replica of Price Bid (Masked price bid) as per Bill of Material is submitted in Technical-Part-B.	

Vendors to verify the above checklist and ensure accuracy of the same before submission of the Checked for accuracy

Date: _____ Signature with Seal

Name:..... Designation:.....

The Authorization letter as per format is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
---	--------

Annexure –1.2

Bid Covering Letter Format

Reference No:

Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman
Point, Mumbai-400021

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: Your RFP: RFP No. CBSL/HCI/RFP/01/2018-19 date 20.02.2019

Having examined the tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY, INSTALLATION, MAINTENANCE OF HYPER-CONVERGED INTEGRATED SYSTEM" in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to complete delivery within 5 (Five) weeks for non-road permit locations and 6 (Six) weeks for road permit locations. Also, we undertake to complete installation and commissioning of Delivered Hardware& Software and complete all the works specified in the scope of work at the Office within 3 weeks from the date of Delivery to all the materials for each ordered locations.

If our offer is accepted, we undertake to provide Technical Consultant / Service support / Guidance for the devices supplied as per the above referred RFP, during three years warranty period as well as two years AMC, if contracted.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 4,50,000/- in favour of Canara Bank Securities Limited, Mumbai as EMD.

We agree to abide by this offer till 180 days from the date of opening of Commercial Bid and or such further period as mutually agreed between the Company and successful Bidder, and agreed to in writing by the Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject RFP.

We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2019

Signature of the Authorized

Representative

Name of the company with seal

ANNEXURE-1.3
Eligibility Criteria Declaration

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point, Mumbai-400021

Dear Sir,

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: Your RFP:

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sr. No	ELIGIBILITY CRITERIA as per RFP	BIDDER RESPONSE	Documents Submitted
01	The Bidder should be a registered Company in India as per Indian Companies Act, 1956		
02	The bidder Shall be a Original Equipment Manufacturer (OEM) of Servers OR An Authorized Dealer		
03	The IT Turnover of the Bidder should be minimum Rs.50 Core (Fifty Crores) per year during last three fiscal years		
04	The Bidder should have positive Networth as on 31-03-2018		
05	Minimum 15 Nos. of Servers (Not necessarily the Model offered to the Bank in this RFP) should have been supplied to Public Sector Banks/Public Sector undertakings/ Financial Institutions/Scheduled Commercial Banks in India in the last two years.		
06	The Bidder should have their support office in Mumbai to support the solution.		
07	The Bidder should have minimum two certified engineers for the proposed solution.		
08	The Bidder should not be a blacklisted / debarred company as on date of submission of RFP by any Government entity/ Bank/any other agency.		
09	The Bidder should not have been involved in any legal case that may affect the solvency existence of their company or In any other way that may affect capacity to Provide / continue the services of the Company.		
10	Bidder should be having minimum accreditation of ISO:9001:2005		

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date: _____ Signature with Seal

Name: Designation:

ANNEXURE- 1.4
Applicant's Profile

Sl. No	Particulars	Details
A	Company / Supplier Profile- If the bidder is not manufacturer	
1.	Name of the Suppliers/Firm / Company	
2.	Constitution	
3.	Date of Establishment/Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Sales Turnover from IT related business for last Two years. 1.2015-2016 2.2016-2017 3.2017-2018	
7.	Domestic Customer Base (Number of Clients where Servers & software is supplied in India)	
8.	Service Net Work (Number of Service Centers in) Mumbai Our PAN number for Income Tax is We are registered with the GST authorities and our registration numbers are as follows. GST Registration Number is GST Registration Number is	
	Bank Details Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	
B.	Manufacturer's Profile-if bidder is manufacturer	
1.	Name of the Manufacturing Company	

2.	Constitution of the Manufacturing Company	
3.	Date of Establishment/Incorporation of the Manufacturing Company	
4.	Address of the Manufacturing Company Registered Office Corporate Office	
5.	Telephone No FAX No E-mail Address Website	
6.	Nature of Relationship of your company with the Manufacturing Company. Subsidiary of the Manufacturing Company/Division of Manufacturing Company/Sole Distributor/Non Exclusive Distributor/Agent/Others Please Specify	
7.	Experience of the Manufacturing Company in Supply of Servers & software for Virtualization	
8.	PAN number for Income Tax is _____ We are registered with the GST authorities and our registration numbers are as follows. Sales GST Registration Number is _____ GST Registration Number is _____ . <u>Bank Details</u> Name and Style of Bank Account Name of the Bank and Branch address Account Number RTGS / NEFT/IFS Code	

Date: _____ Signature with seal:----- Name:-----
----- Designation:-----

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Annexure – 1.5

Authorization Letter Format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The General Manager,

Canara Bank Securities Limited

7th floor, Maker chambers III, Nariman Point, Mumbai-400021

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: Your RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

This has reference to your above

Mr. /Miss /Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____, on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Name & Signature of Authorizing Authority

Name & Signature of Attesting Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Annexure-1.6

Track Record of Past Installations/Implementations of HCI Solution

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

“

Ref: Your RFP

Name of the Bidder _____

St. No.	Name of the Client/s where Server, Storage Systems & other items were delivered	Contact Person's Name	Telephone No.	Address
2.				
3.				
4.				

(Enclose necessary documentary proof)

Date

Signature with seal

Name

Designation

Annexure -1.7
Non-Disclosure Agreement

(To be given on the Company's Letter Head)

WHEREAS, we,__, having Registered Office at_____, hereinafter referred to as the Bidder, are agreeable to provide IT Infrastructure services to Canara Bank Securities Limited, having its Head office at 7th Floor, Maker Chamber III, Nariman Point, Mumbai hereinafter referred to as the Company and,

WHEREAS, the Bidder understands that the information regarding the Company's IT Infrastructure shared by the Company in their Request for Proposal is confidential and/or proprietary to the Company, and

WHEREAS, the Bidder understands that in the course of submission of the offer RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Company's properties and/or have access to certain plans, documents, approvals or information of the Company; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the Company to grant the Bidder specific access to the Company's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the Company, unless the Bidder has first obtained the Company's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the Company or, prepared or produced by the Bidder for the purpose of submitting the offer to the Company for the said solution, will not be disclosed to during or subsequent to submission of the offer to the Company, to anyone outside the Company.

The Bidder shall not, without the Company's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the Company in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Company and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date: _____ Signature with Seal Name:
..... Designation:

ANNEXURES 2 (To be submitted with Part – B – Technical Proposal)

ANNEXURE-2.1

Technical Bid Covering letter Format

The General Manager,

Canara Bank Securities Limited

7th floor, Maker chambers III, Nariman Point, Mumbai-400021

Dear Sir,

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: **Your RFP**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification:-

Sl No.	Particulars	Details to be furnished by the Bidder
1	Technical specification	
2	Name of the Bidder	
3	E-mail address of contact persons	
4	Details of: Description of business and business background Service profile & Client profile	
5	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
6	Details of similar assignments executed by the bidder during the last three years in India (Name of the firm, time taken for execution of the assignments and documentary proof from the firm are to be furnished)	
7	List of applicants major customers in last 3 years and details as below may be taken: i) Name and complete postal Address of the customer. ii) Name, designation, Telephone , Fax, Nos., e-mails and address of the contact person(customer) iii) Whether reference letter enclosed.	

8	Details of inputs/requirements required by the bidder to execute this assignment.	
9	Conformity to the obtaining of various certificates/bench mark testing standards for the items quoted to meet the intent of the RFP	
10	Conformity regarding back to back arrangements with third party hardware software for providing continuous and un- interrupted support to meet SLA obligations as per RFP Terms.	

Declaration:

- a. We confirm that we will abide by all the terms and conditions contained in the RFP.
- b. We hereby unconditionally accept that Company can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- c. All the details mentioned by us are true and correct and if Company observes any misrepresentation of facts on any matter at any stage, Company has the absolute right to reject the proposal and disqualify us from the selection process.
- d. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Company will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal:

Name:

Designation:

Annexure -2.2

Technical Specifications for Node, Cluster, System Software & other items :

1. The Bidder shall specifically mention the make and model of the items offered for all the requirements in terms of RFP without fail, failing which the Bid is liable for rejection.
2. If the Bidder feels that certain features offered are superior to what has been specified by the CBSL, it shall be highlighted separately. Information regarding any modification required in the proposed configuration to meet the intent of the specifications and state-of-the-art technology shall be provided. However, the CBSL reserves the right to adopt the modifications / superior features suggested/offered.
3. The Bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability.
4. The selected bidder shall own the responsibility to demonstrate that the products offered are as per the specification/performance stipulated in this RFP and as committed by the bidder either at site or in bidder's work site without any extra cost to the CBSL.

Annexure 2.3

Undertaking Authenticity RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Reference No: Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

Sub: RFP for “RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)”

Ref: Your RFP:

With reference to the Servers, System Software, storage & Other Items being supplied/quoted to you vide our Invoice no/Quotation no/Order no cited above,

We hereby undertake that all the components/parts/assembly/software used in the Servers, System Software & RHEL licenses for Virtualization under the above shall be original new components /parts/assembly/software only from respective OEMs of the products and that no refurbished/duplicate/second hand components/parts/assembly/software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System)

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

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Servers, System Software & RHEL licenses for Virtualization without demur, if already supplied and return the money if any paid to us by you in this regard.

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Date:

Signature with seal:

Name

:

Designation:

ANNEXURE-2.4

COMPLIANCE STATEMENT

Reference No:

Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: YourRFP

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Company. We also agree that the Company reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Technical Specifications		
Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature

with

Seal

.....

Name:

.....

Designation:.....

ANNEXURE-2.5

Undertaking Letter Format

Reference No:

Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

We understand that Company shall be placing Order to the Selected Bidder exclusive of taxes only and that all applicable Taxes like GST will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

We confirm that we have quoted for post warranty AMC rates (as per terms and conditions of the tender), giving the rates/price in our Commercial Offer.

We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date: Signature with Seal Name:
Designation:

ANNEXURE-2.6

ESCALATION MATRIX

Reference No:

Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

SUB: RFP for RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: Your

Name of the Company:

Delivery Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 24Hours)					
		Regional/Zonal Head (If response not received in 48Hours)					
		Country Head (If response not received in One week)					

Service Related Issues:

Sl No	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
		First Level Contact					
		Second level contact (If response not received in 4 Hours)					
		Regional/Zonal Head (If response not received in 24Hours)					

		Country Head (If response not received in 48Hours)						
--	--	--	--	--	--	--	--	--

Any change in designation, substitution will be informed by us immediately.

Signature:

Name of representative: Designation:Company Seal:

ANNEXURE-2.7

Manufacturer/Authorized Distributor in India Authorization Form

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorized Signatory of the manufacturer/Authorized Distributor. This Format is for reference only. However should contain the Para 1, 2 & 3]

No. _____ dated _____

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

Dear Sir,

SUB: RFP for RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: Your

We _____ who are established and reputed manufacturers of
_____ having factories/development facilities at
1) _____ and 2) _____ do hereby authorize M/s _____

(Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of 8 years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the three year product warranty period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and upgrades and any new product releases at the bank's premises.

For and on behalf of

M/s-----

ANNEXURES 3 (To be submitted with Part – C – Commercial Bid)

ANNEXURE-3.1

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:

Date:

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

Dear Sir,

SUB: RFP for RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF
HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

Ref: Your

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per Commercial bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Dated this _____ day of _____ 2019

Signature with Seal Name:
Designation:

**Annexure -3.2
Bill of Material (Indicative)**

SUB: RFP for SUPPLY, INSTALLATION, IMPLEMENTATION & MAINTENANCE OF HYPER-CONVERGED INFRASTRUCTURE (HCI Solution)

- | |
|--|
| <ol style="list-style-type: none"> 1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name & Seal of the Company. 2. Please be guided by the RFP terms, subsequent amendments and replies to the pre-bid queries (if any) while quoting. 3. Do not change the structure of the format nor add any extra items. 4. No counter condition / assumption in response to commercial bid will be accepted. Bank has right to reject such bid. |
|--|

Costs	Per Unit	Total Unit	Tax	Total
Server Hardware				
HCI license (hypervisors, VM, etc)				
Other Hardware (Switch, backup etc				
Windows Server OS Licensing				
Other Server Licensing (if applicable)				
Maintenance				
Installation				
Integration				
Project Management				
Miscellaneous				
Other (Please Specify)				
Total:				

Annexure -3.3 – Upgradation Charges

Table – A

Charges for up gradation of Node/Core

[Amount in Indian Rupees]

Sl. No	Description	Charges for unit cores (excluding Tax)	Charges for single core (including Tax)
		a	c
1	Charges for up gradation of Server Node – (Same configuration of node as mentioned in technical specification in RFP)		
2	Charges for up gradation of Cores (To upgrade to higher no of core of node configuration mentioned in technical specification in RFP)		

Charges mentioned in above Table B should be Valid till 3 years from the date of Reverse Auction

Table – B

Charges for up gradation of Memory

[Amount in Indian Rupees]

Sl. No	Description	Charges for 16GB Memory (excluding Tax)	Charges for single core (including Tax)
		a	b
1	Charges for up gradation 16 GB Memory in HCI Node– (for upgrade-configuration of node should be consider same as mentioned in technical specification in RFP)		

--	--	--	--

Charges mentioned in above Table B should be Valid till 3 years from the date of Reverse Auction

Table – C

Total Cost for 2 Years Contract Period after completion of 3 years of warranty

[Amount in Indian Rupees]

Sl. No	Details	Total Cost of Ownership (inclusive of Tax)
A	Total Cost as per complete HCI solution	
B	Charges for upgradation of Core as per Table - A	
C	Charges for upgradation of Memory as per Table - B	
E	Total Cost of Ownership [Sum of A, B, C]	

Table – D

Post warranty AMC Calculation table for Unit Quantity

[Amount in Indian Rupees]

**** NOTE:**

Undertaking

1. Bill of Material (BOM) is submitted on the letter head and is signed by an Authorized Signatory with Name, Designation and Seal of the Company
2. We confirm that we have gone through RFP clauses, subsequent amendments and Replies to Pre-bid Queries (if any) and abide by the same.
3. We have not changed the structure of the format nor added any extra items. We note that any such alterations will lead to rejection of Bid.
4. We agree that no counter condition / assumption in response to commercial bid will be accepted by the CBSL. CBSL has a right to reject such Bid.
5. We are agreeable to the payment Schedule as per “Payment Terms” of the RFP.

Note:

Prices mentioned in the Table A, Table B and Table C are for arriving at L1 and for fixing the price only. CBSL will be Placing the order for Table A on Selected Bidder. However, CBSL will Place the order for Table B, Table C as per the requirement within 3 years from the date of the Reverse Auction.

Date :

Signature and Seal :

Name :

Designation :

APPENDIX - E

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

.....

.....

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Employer";

KNOW ALL MEN by these presents that we, _____
_____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____ (Rupees __ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
 - i) fails or refuses to execute the Agreement, if required; or
 - ii) Fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him

owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

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

Dated _____ day of _____

____ 2019 SIGNATURE OF THE BANK

APPENDIX-G

Location Details

Proposed Locations for Supply, Installation and Maintenance of Servers & System Software Hyper Converged Solution is as under:

Data Center:

C/o IDC, Tata Communications data Centre Ltd. Techno

polis, Knowledge Park, Mahakali Caves Road, Chakala,

Andheri East, Mumbai-400 093.

APPENDIX-H

Format for Sending Pre-Bid Queries

s	Page No. of RFP	Clause no	RFP Clause	Bidder's Query
1				
2				
3				

APPENDIX-J

BUSINESS RULES AND TERMS & CONDITIONS OF REVERSE AUCTION

Reverse Auction event will be carried out among the Technically Qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for which RFP is floated

A) Definitions:

- 1) "Company" means Canara Bank Securities limited, Mumbai
- 2) "Service Provider" means the third party agency / company who have been selected by the CBSL for conducting Reverse Auction.
- 3) "L1" means the Bidder who has quoted lowest price in the Reverse Auction process.
- 4) "L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

B) Eligibility of Bidders to participate in Reverse Auction:

1) Bidders who are technically qualified in terms of the relative Terms & Conditions of the RFP and accept the Business Rules, Terms & conditions of Reverse Auction and submit the undertakings as per **APPENDIX-J(1)** , can only participate in Reverse Auction related to the procurement for which RFP is floated. Bidders not submitting the above undertaking or submitting with deviations / amendments there to, will be disqualified from further evaluation / participation in the process of relevant procurement.

C) Training:

1) Selected vendors shall coordinate with Company / Service Provider for getting necessary details and reverse auction demos before commencement of live reverse auction process. Else, bidder not getting the required clarification / demos will do so at his own risk. The service provider for Reverse Auction and their contact details shall be shared with the selected bidders.

D) Reverse Auction Schedule:

- 1) The date & time of start of Reverse Auction and its duration of time will be informed to the eligible Bidders well in advance before the Reverse Auction date.
- 2) CBSL reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons therefor.

E) Bidding Currency:

Bidding will be conducted in Indian Rupees (INR).

F) Start Price:

CBSL will determine the Start Price for Reverse Auction –

- 1) On its own and / or
- 2) Evaluating the price band information called for separately from each eligible Bidder at appropriate time and / or
- 3) Based on the price bids received and if opened, Company may determine the start price on the basis of the lower quote received.

G) Decremental Bid Value:

- 1) The bid decrement value will be specified by Company before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both.
- 2) Bidder is required to quote his bid price only at a decremental value.
- 3) Bidder need not quote bid price at immediate next available lower level, but it can be even at 2/3/4 level of next available lower level.

H) Conduct of Reverse Auction event:

- 1) Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training/demo to eligible Bidders etc., and finally conduct of Reverse Auction.
- 2) Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.

3) Company and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.

4) For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each eligible Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event. The format of the process compliance form is as per the **APPENDIX-J(3)**.

5) Bidders name will be masked in the Reverse Auction process and will be given random dummy names by the Service Provider.

6) Bidder / his authorized representatives will be given unique Login ID & Password by Service Provider. Bidder/his authorized representative will change the Password after the receipt of initial Password from Service Provider to ensure confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the concerned Bidder/his company.

7) Reverse auction will be conducted as per English Reverse Auction with no tie where more than one Bidder cannot have identical bid price.

8) Any bid once made by the Bidder through registered Login ID & Password, the same cannot be cancelled. The Bidder is bound to supplies as per the RFP at the bid price of Reverse Auction.

9) Reverse Auction will normally, be for a period of one hour. If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. Maximum 3 extensions each of 10 minutes will be allowed after auction period of 1 hour i.e. entire process can last maximum for 1 ½ hour only. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.

(The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.)

10) Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

i) Opening Price

ii) Leading / Lowest Bid Price in Auction (only total price)

iii) Last Bid Price placed by the respective Bidder.

11) During Reverse Auction, if no bid price is received within the specified time, Company, at its discretion, may decide to revise Start Price / Decremental Value / scrap the reverse auction process / proceed with conventional mode of tendering.

I) Reverse Auction Process:

- 1) At the end of Reverse Auction event Service Provider will provide the Company all necessary details of the bid prices and reports of Reverse Auction.
- 2) Upon receipt of above information from Service Provider, Company will evaluate the same and will decide upon the winner i.e. Successful Bidder.
- 3) Successful Bidder has to email/send the scanned document the duly signed filled-in prescribed format **APPENDIX -J(2)** as provided on case-to-case basis to Bank within 4 hours of Reverse Auction without fail. The Original signed **APPENDIX-J(2)** should be couriered so as to reach us within 48 hours of Reverse Auction without fail.
- 4) Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.
- 5) Successful Bidder has to give break-up of his last/lowest bid price as per Bill of Material at the end of Reverse auction event within 3 working days without fail.
- 6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Company will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future
- 7) In case Company decides not to go for Reverse Auction related to the procurement for which RFP is floated and price bids if any already submitted and available with Company shall be opened as per Company's standard practice.

J) Bidder's Obligation:

- 1) Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders
- 2) Bidder will not divulge either his Bid details or any other details of Company to any other party without written permission from the Company.

K) Change in Business Rules, Terms & Conditions of Reverse Auction:

- 1) Company reserves the right to modify / withdraw any of the Business rules, Terms & conditions of Reverse Auction at any point of time.
- 2) Modifications of Business rules, Terms & conditions of Reverse Auction will be made

available on website immediately.

3) Modifications made during the running of Reverse Auction event will be advised to participating Bidders immediately.

APPENDIX-J(1)

(To be submitted on company letter head by all Bidders participating in Reverse Auction)

To,

Date : -----

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

Acceptance of Reverse Auction Business Rules and Terms & conditions in

respect of Tender / RFP Ref. No. Dated _____ For procurement of _

We refer to the captioned subject and confirm that –

- 1) The undersigned is our authorized representative.
- 2) We have accepted and abide by all Terms of captioned Tender documents and Business Rules and Terms & conditions of Reverse Auction for the procurement for which RFP is floated.
- 3) Company and Service Provider shall not be liable & responsible in any manner whatsoever for my / our failure to access & bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 4) We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a communication containing our offer price before the auction close time and no claim can be made by us on either CBSL or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated communication instructions.
- 5) I / We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.
- 6) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 7) We will participate in Reverse Auction conducted by _____ (name of Service Provider) and agree to enter into an agreement with him (Service Provider) for making the process of Reverse Auction and its result legally binding on us.

8) We will send duly signed filled-in prescribed format (**APPENDIX J(2)**) as provided on case-to-case basis, to Company within 24 hours of end of Reverse Auction without fail.

9) We will give break-up of our last / lowest bid price as per Bill of Material at the end of Reverse Auction event within 48 hours without fail.

10) We undertake to supply at our final lowest bid price of Reverse Auction. In case of back out or not supply as per the rates quoted by us , Company is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.

11) We nominate our official Shri _____ Designation _____ of our company to participate in Reverse Auction. We authorize Bank to issue USER ID & PASSWORD to him. His official e-mail & contact number are as under – Email : Mobile:

Signature with company seal :

Name of Authorized Representative :

Designation:

Email :

Mobile :

Tel.No:

Fax No.:

APPENDIX-J(2)

(To be submitted / send by Successful Bidder of Reverse Auction within 24 hours from the end of Reverse Auction event)

The General Manager,
Canara Bank Securities Limited
7th floor, Maker chambers III, Nariman Point,
Mumbai-400021

Date : -----

Sir,

Final / Lowest Bid Price quoted in Reverse held on _____ in respect of
Tender / RFP Ref. No. _____ Dated _____ For procurement of

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under – Rs. (in figure) :

_____ Rs. (in words) :

We confirm that - 1) [] We enclose herewith the detailed break-up of above price as per Bill of Material OR [] We undertake to give detailed break-up of above bid price as per Bill of Material within 48 hours from the end-of Reverse Auction event.

2) Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future

3) We are bound to supply at the above final bid price of Reverse Auction.

4) We note that in case of back out or not supply as per the above rates quoted by us, Company will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future

Signature with company seal :

Name of Authorized

Representative : Designation:

Email: Mobile: Tel.No: Fax No:

APPENDIX J (3)

Process Compliance Form

(The Bidders are required to print this on their company's letter head and sign, stamp before providing to Service Provider)

To

(Name & Address of Service Provider)

Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for procurement of Hardware against the RFP/Tender No.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that ___ (Company) and _ (Service Provider) shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) We understand that in the event we are not able to access the auction site, we may authorize ___ (Service Provider) to bid on our behalf by sending a communication containing our offer price before the auction close time and no claim can be made by us on either ___(Company) or_(Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated communication instructions.
- 6) I/we do understand that ___ (Service Provider) may bid on behalf of other Bidders as well in case of above mentioned exigencies.

7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

8) We also confirm that we will send the price confirmation & break up of our quoted price as per **APPENDIX-J(2)** as requested by__ (Company) /__ (Service Provider) within the stipulated time.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal Name – Company / Organization

– Designation within Company / Organization –

Address of Company / Organization –

.....

Annexure K

INTEGRITY PACT

Between

Canara Bank securities ltd having its Head office, 7th floor maker chamber 3, Nariman point, Mumbai 400021,) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART
and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

.....

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the Tender/RFP process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal’s employees involved in the Tender/RFP process or the

execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.3 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender/RFP process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender/RFP process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder’s/ Contractor’s contract value with the Principal.

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

8.1 The Principal may appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CANARA BANK SECURITIES LTD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CANARA BANK SECURITIES LTD shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CANARA BANK SECURITIES LTD a substantiated suspicion of an offence under relevant IPC / PC Act, and the CANARA BANK SECURITIES LTD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CANARA BANK SECURITIES LTD.

8.10 The word „Monitor“ would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bangalore.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

-----End of document-----