



HEAD OFFICE: BANGALORE

RFP FOR

**"SUPPLY, INSTALLATION AND COMMISSIONING OF SERVERS AND OTHER
ITEMS FROM OUR EMPANELLED VENDORS"**

TENDER REFERENCE NO : RFP - 19/11-12
DATE OF TENDER DOCUMENT : 26.09.2011
LAST DATE FOR SUBMISSION OF TENDER : 17.10.2011 (UPTO 03.00 PM)
DATE OF OPENING OF TECHNICAL BID : 17.10.2011 (AT 03.30 PM)
COST OF TENDER DOCUMENT : ₹ 5,000/- (Non Refundable)
EARNEST MONEY DEPOSIT / BG IN LIEU OF EMD : ₹ 2,00,000/-
NO. OF PAGES : 26 Pages

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ISSUED BY : DEPUTY GENERAL MANAGER
CANARA BANK
ASSET PROCUREMENT & MANAGEMENT GROUP
DIT-WING, HEAD OFFICE
NAVEEN COMPLEX, 14, M G ROAD
BANGALORE 560 001

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This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx>. In that event, the suppliers should pay the cost of the tender document by means of DD drawn on any scheduled Bank for ₹ 5,000/- in favour of Canara Bank, payable at Bangalore and enclose the same to Technical Bid of this tender.

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This RFP is restricted to vendors empanelled with Canara Bank for supply of Servers only.

We invite sealed offers (Technical Bid and Commercial Bid) for Supply, Installation and Commissioning of Servers and other items as per the Technical Specifications, Terms & Conditions and Scope of Work described elsewhere in this document.

This RFP is restricted to vendors empanelled with Canara Bank for supply of Servers and the names of the empanelled vendors are listed below.

1) M/s Accel Frontline Ltd. 2) M/s Acer India Pvt. Ltd. 3) M/s HCL Infosystems Ltd. 4) M/s HP India Sales Pvt. Ltd. 5) M/s IBM India Pvt. Ltd. 6) M/s Micro Clinic India Pvt. Ltd. 7) M/s Wipro Ltd.

The quote from vendors other than above will not be accepted.

The vendor submitting the proposal in response to this RFP shall hereinafter be referred to as Bidder.

Before submission of the offer the empanelled vendor is requested to go through the following instructions and terms and conditions detailed below.

A. INSTRUCTIONS

1. Two Bid System Offer

There should be two separate bids (Technical Bid and Commercial Bid). Both Technical and Commercial Bids shall be submitted in English language in font size 12 point in separate sealed envelopes, superscribing "Technical Bid for Servers and other items" on the top of the cover of Technical Bid and "Commercial Bid for Servers and other items" on the top of the cover of Commercial Bid. The sealed envelopes containing Technical and Commercial Bid shall be submitted in another sealed envelope superscribing "Offer for Supply, Installation and Commissioning of Servers and other items in response to RFP-19/11-12 Dt.26.09.2011 (includes separately sealed Technical Bid and Commercial Bid)" on the top of the envelope. The Name of the Bidder and Due Date of the RFP are to be specifically mentioned on the Top of the envelope.

The bid/s should be deposited in the **Tender Box** kept at Canara Bank, DIT Wing, First floor, Naveen Complex, 14 M G Road, Bangalore - 560 001, **on or before Monday, 17th October 2011, 03:00 PM**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered. No offer will be accepted directly.

The Technical Bid/s will be opened in the presence of the bidder's representative on the offer due date **Monday, 17th October 2011, 03:30 PM** at Canara Bank, Conference Hall, II Floor, Naveen Complex, 14 M.G Road, Bangalore-560 001. Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format (Annexure -B) enclosed and sign in Register of Attendance.

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 bank at its discretion will proceed further with opening of the technical bids in their absence.

In case the Proposal is not received as required above on or before the said date and time, it will be presumed that you are not interested in participating in this RFP and Bank shall proceed further. Bidders not submitting their response continuously for 3 RFPs may be de-listed from our empanelment list at the discretion of the Bank.

Envelope - I - Technical Bid. (One Copy)

The Technical Bid should be complete in all respects and contain all information sought for, as per Annexure E. Masked price offer should be enclosed to the Technical Offer as per Annexure F. The technical Bid should not contain any price information. The Technical Bid should be complete in all respects to indicate that all products and services sought for are quoted. EMD or Bank Guarantee in lieu of EMD and cost of tender document by way of DD should be enclosed along with Technical Bid.

Technical Bids without EMD and cost of tender document shall be liable for rejection.

Envelope - II -Commercial Bid. (One Copy)

The Commercial Bid should give all relevant price information as per Annexure F.

Envelope I and Envelope II (Technical & Commercial) should be placed in a third envelope superscribing “Offer for Supply, Installation and Commissioning of Servers and other items in response to RFP-19/11-12 Dt.26.09.2011 (includes separately sealed Technical Bid and Commercial Bid)”

2. Requirement Details

This tender consists of following Hardware requirements:

Sl. No.	Item details	Qty
1	Supply of Servers (including OS) with 3 years warranty- Technical Specifications as per Annexure E	9
2	Backup Device/Tape Library Configuration	2
3	Rack	3
4	Storage	2
5	1 U 17” Flat Panel Console Kit with 1 x 8 ports KVM Switch (1 Console Kit per Rack)	3
6	Premium Support for Red Hat Enterprise Linux(RHEL) versions 6 (to be backward compatible with version 5) for three years	9

Software Requirements:

Sl. No.	Item details	Qty
1	Crystal Reports XI Developer Full Product (License with media)	2

3. Determination of L1 Price

The Commercial Bid will be evaluated based on the Total Cost of Ownership (TCO) of Servers as per Bill of Material Annexure F i.e.,

Total Cost of Ownership will be calculated as follows.

Cost of Hardware & Software items + AMC/ATS at present values as per BOM.

Basing on the TCO, Ranking of the Bidders will be determined.

The Present Value (PV) for the AMC/ATS component per year will be calculated as per the following formula:

$$\frac{C}{(1+r)^n}$$

Where 'C' is the annual AMC amount of each year
'r' is Bank's prevailing Base Rate which is presently 10.75%.
'n' is 1 for 1st year, 2 for 2nd year.....6 for 6th Year.

4. Non-transferable Offer

This tender document is not transferable. Only the empanelled vendors, to whom the RFP is issued, are entitled to submit the offer to the Bank.

5. Offer Validity Period

The Offer submitted and the prices quoted therein shall be valid for 6 months from the last date for submission of the offer (Bid).

6. Modifications and Withdrawal of Bid/s

No offer can be modified or withdrawn by a bidder after submission of Bid/s.

7. Preliminary Scrutiny

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether technical documentation as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the tender requirements.

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

8. Clarification of Offers

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all bidders/any of the bidders on the offer made by them. The request for such clarifications and the bidder's response will necessarily be in writing and it should be submitted within the time stipulated by the Bank. In the event of any of the Bidder fails to submit the response for clarification sought within the time stipulated, his bid is liable to be rejected.

9. No Commitment to Accept Lowest or Any Offer

- 9.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 9.2. The Bank will not be obliged to meet and have discussions with any Bidder and / or to entertain any representations in this regard.

10. Documentation

Technical information in the form of Brochures / Manuals / CD etc. must be submitted in support of the offer made.

11. Submission of Technical Details

- 11.1. It is mandatory to provide the technical details in the exact format as has been mentioned in **Annexure E** of this tender.
- 11.2. The offer may not be evaluated and may be rejected by the Bank 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.
- 11.3. 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 of 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 quote.
- 11.4. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 11.5. The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer.

12. Make and Models

It is mandatory to provide make & model of all the items and their subcomponents as 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.

13. Format for Technical Bid and Commercial Bid

The Technical Bid and Commercial Bid 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 filed and paginated (serially numbered) with seal and signature of the authorized signatory. The format for Technical Bid and Commercial Bid is furnished in **Annexure H**.

14. Erasures or Alterations

The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

15. Costs & Currency

15.1. The Offer must be made in Indian Rupees only, including the following:

- 15.1.1. Cost of the Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and Storage.
- 15.1.2. Minimum of Three years comprehensive on-site warranty covering all parts & support charges for Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and Storage. This period will start from the date of installation and commissioning of items by the Bank in writing.
- 15.1.3. Cost of Three year AMC for Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and Storage after warranty period of three years.
- 15.1.4. Cost of Support for RHEL version 6 (with media) to be backward compatible with version 5 for three years.
- 15.1.5. Cost of Rack.
- 15.1.6. Cost of Crystal Reports XI Developer Full Product.
- 15.1.7. Insurance to cover Servers and other items up to installation at site and handing it over to the Bank.

16. Short-listing of Vendors

The Bank will prepare a short-list of technically qualified bidders and the commercial bid/s of only these bidders will be opened. The Bank will intimate the date and time of opening of Commercial Bid/s to the technically qualified bidders.

17. Right to Alter Quantities

The Bank reserves the right to alter the quantities specified in the Offer in the event of changes in plans of the Bank.

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

- 18.1. The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of ₹ 2,00,000/- (Rupees Two Lakhs only) by way of Demand Draft drawn on any scheduled bank in favour of Canara Bank, payable at Bangalore and should be kept along with the Technical Bid.
- 18.2. In Case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months from the last date for submission of offer. The format for submission of EMD in the form of Bank Guarantee is as per Annexure D.
- 18.3. Submission of EMD in other than Technical Bid Envelope is liable to be rejected on grounds of non submission of EMD.

- 18.4. The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of other bidders will be returned upon the selected bidder accepting the order and furnishing the performance guarantee.
- 18.5. The EMD may be forfeited/ Bank Guarantee may be invoked:
- 18.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- 18.5.2. 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.

19. Scope of Work

The Selected Bidder has to undertake all the works mentioned in Scope of Work as per Annexure I.

B. TERMS AND CONDITIONS

1. Technical Inspection and Performance Evaluation

The Bank reserves its right to carry out technical inspection of items offered by the short-listed vendors, as per the discretion of the Bank.

2. Delivery Installation & Commissioning

2.1. Delivery should be within **Six Weeks** from the date of receipt of the Purchase Order for non-road permit locations. The Delivery period for **Road Permit locations will be Seven weeks**. Please note that no extra charge/ tax will be paid for those locations where road permit is required. Vendor only has to arrange for road permit at his cost. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.

2.1.1. Non-compliance of the above delivery clause (B.2.1) will result in imposing penalty at 0.50% for each completed calendar week of delay or part thereof, on the invoice value.

2.2. 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 bank branch/office within **One Week** from the date of delivery of the hardware.

2.2.1. Non-compliance of the above installation clause (B.2.2) will result in imposing penalty at 0.50% for each completed calendar week of delay or part thereof, on the invoice value.

2.3. Bank 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 Bank. 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 Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty/AMC should be applicable to the altered locations also.

- 2.4. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank 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 and software as mentioned in the Scope of Work.
- 2.5. The Bank 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 Bank. However, the Bank will provide letters / certificate regarding placing of order / authority to the Vendor, if required.
- 2.6. Commissioning of the Servers will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.

3. Pricing & Payments

- 3.1. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight and exclusive of all taxes like CST / LST / VAT/ Octroi/Entry Tax etc. The Vendor has to quote the applicable taxes separately.
- 3.2. The item value along with CST/VAT should be claimed in the invoice, location wise and CST/VAT will be paid in actual at our end. However please note that taxes will be paid to the maximum of taxes indicated in the Bill of Material. Octroi/ Entry Tax, if applicable, will also be paid / reimbursed at our end centrally on production of original payment receipt from the respective location where the items were delivered.
- 3.3. The Octroi/Entry Tax will have to be claimed separately submitting the original Octroi/entry tax paid receipt location wise and it should be claimed before/within the installation payment.
- 3.4. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.
- 3.5. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- 3.6. Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Bill of Material. If there is any delay in delivery of the hardware ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However if any decrease in the tax rates, then the taxes at actual will be paid.

- 3.7. If any of the deliverable product, mainly, Hardware, software, Service/Support etc. has both VAT and Service Tax, the bidder has to indicate the Goods component with percentage of VAT and Services Component with Service Tax involved. The Goods Component + Services Component should be limited to 100% of the Cost Price. For example, if Goods Component is 60% then, the Services Component cannot be more than 40%.

4. Payment Terms

- 4.1. Payment terms will be 90% on delivery of Servers, Crystal Reports XI Developer Software and other related items only on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
- 4.2. 10 % of the payment will be released after successful installation, configuration & commissioning of Servers & other related items supplied as per Scope of Work only on production of original invoices & installation reports duly signed by the Bank officials of the respective Branch/offices.
- 4.3. First year Support Charges for RHEL version 6 (with media, to be backward compatible with version 5) shall be paid in advance after successful installation, configuration & commissioning of Servers, Software & other related items supplied as per Scope of Work only on production of original invoices and a certificate to this effect from the concerned user group.
 - 4.3.1. The invoice and installation report should contain the product serial number of the items supplied.

5. Security Deposit / Performance Bank Guarantee

- 5.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10 % value of the order within **Seven Working days** from the date of receipt of the order.
- 5.2. If the Security Deposit /Performance Guarantee are not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee.
- 5.3. Security Deposit should be submitted by way of DD drawn on Canara Bank payable at Bangalore /Bank Guarantee may be obtained from any of the Scheduled Banks.
- 5.4. Security deposit shall be retained till completion of warranty period of Hardware. Similarly Bank guarantee is to be valid / extended till completion of warranty period of Hardware. The guarantee should also contain a claim period of three months from the last date of validity.
- 5.5. 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.
- 5.6. The security deposit / Bank guarantee will be returned to the vendor on completion of warranty period of three years.

5.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

6. Order Cancellation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancies noted in the items delivered.
3. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or forfeit the Security Deposit given by the supplier towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages.

7. Software, Drivers and Manuals

The vendor will supply along with each item ordered all the related documentation, software, licenses and media.

8. Warranty

The Offered Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and storage must include a minimum three-year comprehensive on-site warranty covering all parts, maintenance and support.

The vendor will re-install the operating software supplied by him during the warranty / AMC period as and when required by the Bank at no additional charge.

The vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Vendor must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. The vendor should ensure that the defective component is replaced/ repaired within a maximum period of 24 hours. In case of breakdown of the system, the vendor should arrange for standby system of identical specification till the original system is repaired.

Warranty should not become void if the Bank buys any other add-on hardware from a third party and installs it with / in hardware items in the presence of the representative of the vendor. However, the warranty will not apply to such third-party hardware items installed by the Bank.

9. Annual Maintenance Contract (AMC) / Annual Technical Support (ATS)

Support for maintenance of Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and Storage supplied should be available for a minimum period of 3 years, covering all parts, maintenance and support, after expiry of warranty period.

Support for RHEL version 6 (with media, to be backward compatible with version 5) should be available for a minimum period of 3 years.

The Bank will pay AMC charges for Servers (including OS), Console Kit with 1 x 8 ports KVM Switch, Backup Device/tape Library and Storage after the end of warranty period. Such payment shall be released quarterly in arrears.

The Support charges for RHEL version 6 (with media, to be backward compatible with version 5) shall be paid annually in advance. First year Standard support charges shall be paid in advance on completion of successful installation, configuration & commissioning of Servers, Software & other related items supplied as per Scope of Work.

10. Other Conditions.

The selected vendor has to execute an Undertaking of Authenticity for Hardware Items as per Annexure C.

11. Spare Parts.

The vendor will make the spare parts for the systems available for a minimum period of 3 years, after warranty 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.

12. Local Support.

The vendor should be capable of meeting the service & support standards as specified in this tender. Service support should be available during Bank working hours.

13. Mean Time between Failures (MTBF).

If during the warranty period, any hardware items fail 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 Bank.

14. Indemnity.

The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, 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 Bank arising out of:

- i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

Further, the bidder shall indemnify, protect and save the Bank 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 all the Hardware and Software items supplied by them.

- Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.
- The limit specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

15. Publicity.

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

16. Force Majeure.

The vendor 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 vendor, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the vendor, 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 vendor, resulting in such a situation.

In the event of any such intervening Force Majeure, the Vendor shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Vendor 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 Bank and the Vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

17. 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.

In case the Proposal is not received as required above on or before the said date and time, we shall presume that you are not interested in supply of the item/s now and decision will be taken by us accordingly.

The venue of arbitration shall be Bangalore.

18. The jurisdiction of the court.

The jurisdiction of the court is at Bangalore.

Yours faithfully,

R Rajendran
Deputy General Manager

Annexure A - Covering Letter Format

Offer Reference No:

Date:

The Deputy General Manager,
Canara Bank,
Asset Procurement & Management Group,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bangalore - 560 001
Karnataka

Dear Sir,

Tender Ref: RFP-19/11-12 dated 26.09.2011

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and commission Servers and other items 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 6 weeks for non road permit locations and 7 weeks for road permit locations and to complete installation and commissioning of all the equipment as specified in the offer document within One Week from the date of delivery of the hardware to the respective locations.

We agree to abide by this offer till 6 months from the date of last day for submission of offer (Bid).

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

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

Dated this _____ day of _____ 2011

Signature of the Authorised Representative

Name of the company with seal

Annexure B - Authorization Letter Format

The Deputy General Manager,
Canara Bank,
Asset Procurement & Management Group,
Department of Information and Technology,
Naveen Complex, 14 M G Road,
Bangalore - 560 001
Karnataka

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

REF: Your RFP-19/11-12 dated 26.09.2011

This has reference to your above RFP for Supply, Installation and Commissioning of Servers and other items.

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

Signature of Authorizing Authority

Name of Authorizing Authority

Annexure C

Sub: Undertaking of Authenticity for Supply of Servers and other items

Sub: Supply of IT Hardware/Software - Servers and other items.

**Ref: 1. Your Purchase Order No..... Dated.....
2. Our Invoice no/Quotation no.....Dated.....**

With reference to the Servers 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's used in the Servers under the above like Hard Disk, Monitors, Memory etc 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. Authorised 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/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Servers 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 authorised service centre/Reseller/SI etc.

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

Name:

Designation

Annexure - D

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 _____ 20____

SIGNATURE OF THE BANK

Annexure E

Technical Specifications of the Servers required:

(a) Database Server at DC + DRC - (2+2) 4 Nos. (Active + Passive) :

Sl. No.	Specification	Detailed Configuration	Bidders Response
		Mention Make & Model	
1.	CPU	3.46 GHz six-core , Intel® Xeon® 5600 series processors with QPI technology - 2 nos	
2.	Chipset	Server Class motherboard and chipset	
3.	Memory	(8GB*6) 48 GB DDR-3 RDIMMs Scalability - Up to 144 GB Double Data Rate 3 (DDR-3) Registered Dual Inline Memory Modules (RDIMMs) Cache - Up to 12 MB Level 3 (L3)	
4.	Hard Disk	300GB*4 (hot-swap 6Gb/s SAS HDD) 10K RPM Scalability - Up to 16 TB (hot-swap SAS/SATA)	
5.	RAID Controller	6 Gbps RAID -0, -1, -10 or 6 Gbps RAID -0, -1, -10, -5, -50 with 256 MB or 512 MB cache and additional option battery backup	
6.	Ethernet	Integrated 2 ports, plus 2 ports optional Gigabit Ethernet	
7.	Ports	1xVGA / 2xLANRJ45 / 4xUSB(2F&2R) / 1*Serial Port	
8.	COMBO Drive	DVD combo	
9.	Operating System	Red Hat Enterprise Linux(RHEL) versions 6 (with media) to be backward compatible with version 5	
10.	Operating System Support	Supports Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
11.	OS Certification	Latest Certificate for Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
12.	Power	Two Redundant Power Supply	
13.	Form Factor	Rack/1U or 2U	
14.	Support/Warranty	3 Years	
15.	Any Other details		
	a. Disk Bays	Up to sixteen 2.5" hot-swap Serial Attached SCSI (SAS)/Serial Advanced Technology Attachment (SATA) HDDs or Solid State Drives (SSDs)	
	b. Hot-swap components	Power supplies, fan modules, disks	
	c. Expansion slots	Two	

(b) Web Application Servers at DC + DRC - (2+2) 4 Nos. (clustered):

Sl. No.	Specification	Detailed Configuration	Bidders Response
		Mention Make & Model	
1.	CPU	3.46 GHz six-core , Intel® Xeon® 5600 series processors with QPI technology - 2 Nos	
2.	Chipset	Server Class motherboard and chipset	
3.	Memory	(8GB*6) 48 GB DDR-3 RDIMMs Scalability -Up to 144 GB Double Data Rate 3 (DDR-3) Registered Dual Inline Memory Modules (RDIMMs) Cache - Up to 12 MB Level 3 (L3)	
4.	Hard Disk	300GB*4 (hot-swap 6Gb/s SAS HDD) 10K RPM Scalability - Up to 16 TB (hot-swap SAS/SATA)	
5.	RAID Controller	6 Gbps RAID -0, -1, -10 or 6 Gbps RAID -0, -1, -10, -5, -50 with 256 MB or 512 MB cache and additional option battery backup	
6.	Ethernet	Integrated 2 ports, plus 2 ports optional Gigabit Ethernet	
7.	Ports	1xVGA / 2xLANRJ45 / 4xUSB(2F&2R) / 1*Serial Port	
8.	COMBO Drive	DVD Combo	
9.	Operating System	Red Hat Enterprise Linux(RHEL) versions 6 (with media) to be backward compatible with version 5	
10.	Operating System Support	Supports Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
11.	OS Certification	Latest Certificate for Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
12.	Power	Two Redundant Power Supply	
13.	Form Factor	Rack/1U or 2U	
14.	Support/Warranty	3 Years	
15.	Any Other details		
	a. Disk bays	Up to sixteen 2.5" hot-swap Serial Attached SCSI (SAS)/Serial Advanced Technology Attachment (SATA) HDDs or Solid State Drives (SSDs)	
	b. Server Clustering/ Virtualization	Clustering/Virtualization Software for RHEL servers	
	c. Hot-swap components	Power supplies, fan modules, disks	
	d. Expansion slots	Two	

(c) DB & Web Application Server for UAT- 1 No.:

Sl. No.	Specification	Detailed Configuration	Bidders Response
		Mention Make & Model	
1.	CPU	3.46 GHz six-core , Intel® Xeon® 5600 series processors with QPI technology - 2 Nos	
2.	Chipset	Server Class motherboard and chipset	
3.	Memory	(4GB*8) 32 GB DDR-3 UDIMMs Scalability - Up to 48 GB DDR-3 Unregistered DIMMs (UDIMMs) Cache - Up to 12 MB Level 3 (L3)	
4.	Hard Disk	300GB*4 (hot-swap 6Gb/s SAS HDD) 10K RPM Scalability - Up to 16 TB (hot-swap SAS/SATA)	
5.	RAID Controller	6 Gbps RAID -0, -1, -10 or 6 Gbps RAID -0, -1, -10, -5, -50 with 256 MB or 512 MB cache and additional option battery backup	
6.	Ethernet	Integrated 2 ports, plus 2 ports optional Gigabit Ethernet	
7.	Ports	1xVGA / 2xLANRJ45 / 4xUSB(2F&2R) / 1*Serial Port	
8.	COMBO Drive	DVD Combo	
9.	Operating System	Red Hat Enterprise Linux(RHEL) versions 6 (with media) to be backward compatible with version 5	
10.	Operating System Support	Supports Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
11.	OS Certification	Latest Certificate for Microsoft Windows Server 2008 R2 and 2008, Red Hat Enterprise Linux (RHEL), and Oracle Solaris 10	
12.	Power	Two Redundant Power Supply	
13.	Form Factor	Rack/1U or 2U	
14.	Support/Warranty	3 Years	
15.	Any Other details		
	a. Disk bays	Up to sixteen 2.5” hot-swap Serial Attached SCSI (SAS)/Serial Advanced Technology Attachment (SATA) HDDs or Solid State Drives (SSDs)	
	b. Hot-swap components	Power supplies, fan modules, disks	
	c. Expansion slots	Two	

(d) Other Hardware Items required :

Sl. No.	Specification	Detailed Configuration	Qty	Bidders Response
1	1U 17" Flat Panel Console Kit with 1x8 ports KVM switch: 3 Nos. (1 Console kit / Rack):	Mention Make & Model	3	
		<ul style="list-style-type: none"> 1U Rack Dense Integrated Design Backlit panel technology Size: 17.0 inch Display Area: 337.92 x 270.332 mm Type: TFT active matrix Pixel Pitch: 0.264 x 0.264 mm Maximum Resolution: 1280 x 1024 at 75 Hz Frequency Horizontal: 30 - 79 kHz Frequency Vertical 50 - 77 Hz Power Consumption (Power Savings/Normal): < 2 watts/ < 36 watts Optional Keyboard with Integrated Pointing Device Rack shippable Allows standard KVM mounting in the same amount of space Fully integrated cable management arm. 		
2	Storage at DC + DRC	Mention Make & Model	2	
		Rack Mount, 15X300 GB, RPM-10/15K SAS drives (upto 60 hard drives in a mix of capacities and technologies), 4xFC Ports + 4xISCSI ports, supports Linux & windows servers.		
3	Rack	Mention Make & Model	3	
		42U 1200mm deep with PDU (12 +12 points).		
4	OS Support	Premium Support for Red Hat Enterprise Linux(RHEL) versions 6 (to be backward compatible with version 5) for three years	9	

(e) Backup Device/Tape Library Configuration at DC & DRC (1+1) 2Nos.

Specifications	Value	Bidders Response
	Mention Make & Model	
Form factor/height	Max 2U Rack Mount	
Server Compatibility	Dell and x86 IBM , HP Servers and SAN	
Drive Controllers	SCSI, SAS, FC, iSCSI	
Tape Backup Technology	LTO5 (Lower (LT04 & LT03) also to be supported	
Backup Software OS Compatibility	Red Hat Enterprise Linux (RHEL)	
Number of drives	Two drives, Scalable up-to Four	
Library Configurations	1 or 2 3Gb SAS/FC8 Drive(s) with 24 Slots	

(f) Software Items required :

Sl. No.	Configuration	Qty	Bidders Response
1.	Crystal Reports XI Developer Full Product (License with media)	2	

Annexure F

Bill of Material

Price Details of the Required Items

Sl. No.	Item Details	Cost Price				AMC				Total Cost per unit with AMC (Incl. of tax)	Qty	Total Cost (Incl. of tax)
		Unit Price with 3 year warranty (Excl. of Tax)	Tax for Column A		Unit Price Incl. of tax	3 years AMC charges per item (Excl. of Tax)	Tax for Column E		Total AMC incl. of tax			
		A	B % of tax	C Tax Amt.	D=A+C	E	F-% of Tax	G-Tax Amt	H=E+G			
1	Database Servers at DC & DRC as per Annexure E (a)										4	
2	Web Application Servers at DC & DRC as per Annexure E (b)										4	
3	Database & Web Appl. Server for UAT as per Annexure E (c)										1	
4	Console Kit with 1x8 ports KVM switch as per Annexure E (d,1)										3	
5	Storage as per Annexure E (d,2)										2	
6	Rack as per Annexure E (d,3)					*****	*****	*****	*****		3	
7	Premium Support charges for RHEL 6.0 for 3 years as per Annexure E (d,4)					*****	*****	*****	*****		9	
8	Backup Device as per Annexure E(e)										2	
9	Crystal Reports XI Developer as per Annexure E(f)					*****	*****	*****	*****		2	
	Total Cost	*****	*****	*****	*****	*****	*****	*****	*****	*****	****	

Commercial Version - Post warranty AMC Charges calculation table

Sl. No.	Description	Post Warranty AMC Charges per year per unit inclusive of Tax (year wise)												Post Warranty AMC for 3 years per item (inclusive of tax) **
		4 th Year				5 th Year				6 th Year				
		AMC Charge (Excl. of tax)	Tax %	Tax in Amt.	Total AMC (Incl. of tax)	AMC Charge (Excl. of tax)	Tax %	Tax in Amt.	Total AMC (Incl. of tax)	AMC Charge (Excl. of tax)	Tax %	Tax in Amt.	Total AMC (Incl. of tax)	
1	2	3	4=1+3	5	6	7	8=5+7	9	10	11	12=9+11	13=4+8+12		
1	Database Servers at DC & DRC as per Annexure E (a)													
2	Web Application Servers at DC & DRC as per Annexure E (b)													
3	Database & Web Appl. Server for UAT as per Annexure E (c)													
4	Console Kit with 1x8 ports KVM switch as per Annexure E (d,1)													
5	Storage as per Annexure E (d,2)													
6	Backup Device as per Annexure E(e)													

**** Note: The total AMC Charges mentioned in column no. 13 above should tally with the AMC prices mentioned in Price Details against each line item under column H. The total of Columns 1, 5 & 9 above should tally with the 3 year AMC Charges per item (Excl. of tax) mentioned in Price details against each line item under column E and the total of Columns 3, 7 & 11 above should tally with the tax amount mentioned in Price Details against each line item under column G.**

Date:

Signature of the Authorised Signatory with date & seal

Annexure - G

Undertaking Letter Format

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

We understand that Bank will pay VAT only for Goods Component of Hardware/ Software and Service Taxes for Service Component of Hardware/Software. We also understand that the Goods Component + Services Component should be limited to 100% of the Cost Price.

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 of the Authorised Signatory with date & seal

Annexure - H

A. Format for Technical Bid

The Technical Bid 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 filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of Technical Offer for this RFP is as follows:

1. Index of all the document submitted with page numbers.
2. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD as per **Annexure D**.
3. Cost of Tender document by way of DD payable at Bangalore.
4. Vendor's Covering letter. This should be as per **Annexure A**.
5. Technical Offer as per Specifications given in **Annexure E** should be complete with all the columns filled in.
6. The masked Commercial Offer should be enclosed to the Technical Offer as per **Annexure F**.
7. The undertaking letter to be signed by the bidder as per **Annexure G**.
8. Terms and Conditions compliance Table in the following format as under. This table must cover bidder's response to all the terms and conditions specified in the offer document i.e. Part B (Terms and Conditions) and Scope of Work mentioned in **Annexure I**.

Sl. No.	Term No.	Short Description of Term	Complied (Yes / No)
1			
2			
3			

9. Technical Documentation (Product Brochures, leaflets, manuals etc). An index of technical documentation submitted with the offer must be enclosed.

B. Format for Commercial Offer

The Commercial offer must not contradict the Technical Offer in any manner. The suggested format for submission of commercial offer is as follows:

1. Commercial Version of Bill of Materials and Price Schedule. This annexure must contain all Price information, including AMC details and taxes along with the cost of consumables sought for.

Annexure - I

Scope of Work

The selected bidder has to undertake the following activities at DC, DRC & Naveen Complex-UAT:

1. Supply and Installation of Servers (rack mounting) at respective location.
2. OS installation and Configuration.
3. Installation of Storage device and configuration.
4. Oracle Installation and Active / Passive configuration.
5. Installation of Web/Application Server and cluster configuration.
6. Installation of Backup device and configuring it.
7. Vendor to train the Users with regard to the above activities.