



# Pragathi Krishna Gramin Bank

(A Scheduled Bank established by Government of India : Sponsored by: Canara Bank)

Head Office: Ballari

## **REQUEST FOR PROPOSAL [RFP]**

**FOR**

### **“SUPPLY OF ORACLE DATABASE ENTERPRISE EDITION (12c) LICENSES**

**FOR**

**Two Regional Rural Banks Sponsored by Canara Bank**

**viz:**

**Pragathi Krishna Gramin Bank – Head Office, Ballari, Karnataka**

**&**

**Kerala Gramin Bank - Head Office, Malappuram, Kerala**

**RFP NO: PKGB/PMO/RFP/2/2018-19**

**Date: 08-05-2018**

**Pragathi Krishna Gramin Bank  
Head Office: IT Department  
32, Sanganakal Road,  
Gandhinagar, Ballari– 583103  
Karnataka**

### **Bid Details in Brief**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
<b>1.</b>	<b>RFP No. and date</b>	PKGB/PMO/RFP/2/2018-19 Date: 08-05-2018
<b>2.</b>	<b>Brief Description of the RFP</b>	For Supply of Oracle Database Enterprise Edition Licenses (12c) in RRBs Sponsored by Canara Bank.
<b>3.</b>	<b>Bank's Address for Communication and Submission of Tender</b>	General Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 <sup>th</sup> Main Road, 1 <sup>st</sup> Phase, J P Nagar, Bengaluru -560 078
<b>4.</b>	<b>Contact Details</b>	Tel -080-26087539/23 Fax -080-26649992 e-mail: apmgroup@pkgbank.com
<b>5.</b>	<b>Date of Issue</b>	<b>08.05.2018</b>
<b>6.</b>	<b>Last Date of Submission of Bids</b>	<b>22/05/2018, TUESDAY, 03:00 PM</b>
<b>7.</b>	<b>Date and time of Opening of Conformity to Eligibility Criteria</b>	<b>22/05/2018, TUESDAY, 03:30 PM</b>
<b>8.</b>	<b>Date and time of Opening of Technical/Indicative Commercial bid</b>	Will be intimated later
<b>9.</b>	<b>Application Fees (Not Refundable)</b>	Rs.2,000/- + GST Rs. 360/-
<b>10.</b>	<b>Earnest Money Deposit(Refundable)</b>	Rs. 3,00,000/-

This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/>. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with the Bid of this tender.

## **DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Pragathi Krishna Gramin Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Pragathi Krishna Gramin Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Pragathi Krishna Gramin Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Pragathi Krishna Gramin Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Pragathi Krishna Gramin Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website ([www. pragathikrishnabank.com](http://www.pragathikrishnabank.com)) and it will become part and parcel of RFP.

Pragathi Krishna Gramin Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Pragathi Krishna Gramin Bank shall be final, conclusive and binding on all the parties.

### **Abbreviations used in this Document:**

<b>1</b>	AMC	Annual Maintenance Contract
<b>2</b>	ATS	Annual Technical Support
<b>3</b>	BG	Bank Guarantee
<b>4</b>	BOM	Bill of Material
<b>5</b>	DD	Demand Draft
<b>6</b>	EMD	Earnest Money Deposit
<b>7</b>	GST	Goods & Service Tax
<b>8</b>	HO	Head Office
<b>9</b>	LAN	Local Area Network
<b>10</b>	LD	Liquidated Damage
<b>11</b>	MAF	Manufacturer Authorization Form
<b>12</b>	MTBF	Mean Time Between Failure
<b>13</b>	MTTR	Mean Time To Restore
<b>14</b>	NPCI	National Payments Corporation of India
<b>15</b>	NEFT	National Electronic Funds Transfer
<b>16</b>	NI Act	Negotiable Instruments Act
<b>17</b>	OEM	Original Equipment Manufacturer
<b>18</b>	OS	Operating System
<b>19</b>	PDI	Pre-Delivery Inspection
<b>20</b>	RFP	Request for Proposal [Interalia the term 'Tender' is also used]
<b>21</b>	RRB	Regional Rural Bank
<b>22</b>	RTGS	Real Time Gross Settlement
<b>24</b>	VAT	Value Added Tax

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## A. Introduction

### 1. About RRBs

Canara Bank has sponsored two RRBs operating in two states, viz. 1) Karnataka and 2) Kerala. In Karnataka, Pragathi Krishna Gramin Bank (PKGB) with Head Office at Ballari operating in 11 District of Karnataka with 656 Branches, Kerala Gramin Bank (KGB) with Head Office at Malappuram operating in entire state of Kerala, with 624 Branches. Both RRBs have implemented Core Banking Solution with Finacle Software and common DC & DRC and Project Office in Bengaluru.

KGB has authorized PKGB to act on its behalf in the evaluation of responses to the RFP and in selection process. PKGB will coordinate for smooth implementation of the Project and shall liaise with the Supplier, on behalf of PKGB and KGB and the supplier is jointly and severally responsible and liable to PKGB and KGB respectively.

The Bank's Data Center (DC) is located in Bengaluru and Disaster Recovery Center (DRC) at Mumbai. The DC is connected to the Branches, Regional Office and Head Office through Bank-wise Wide Area Network. The entire network uses mix of Leased Lines, VSAT and Backup connectivity through AirTel alternate connectivity etc. Bank has already implemented Virtualization in DC for the surround applications.

### 2. Definitions

- 2.1 'Bank' means unless excluded by and repugnant to context or the meaning thereof, shall mean 'Pragathi Krishna Gramin Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal on behalf of both PKGB and KGB and shall be deemed to include its successors and permitted assigns.
- 2.2 'Banks' means Pragathi Krishna Gramin Bank (PKGB) and Kerala Gramin Bank (KGB) and shall be deemed to include its successors and permitted assigns.
- 2.3 'RFP' means this Request for Proposal prepared by Pragathi Gramin Bank for Supply, Installation of Oracle Database Enterprise Edition (12c) Licenses.
- 2.4 'Bidder' means a vendor submitting the proposal in response to this RFP.
- 2.5 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 2.6 'Successful Bidder'/'L1 Bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the condition of the RFP, etc.

### 3. About RFP

This **Request for Proposal** document encompassing **Annexure** & Appendices and subsequent Addenda & Corrigenda (hereinafter referred to as "**RFP**" or "Tender") has been prepared solely for the purpose of enabling Pragathi Krishna Gramin Bank (hereinafter referred to as "Bank"), on behalf of two (2) RRBs i.e., (1) Pragathi Krishna Gramin Bank (PKGB) and (2) Kerala Gramin Bank (KGB) sponsored by Canara Bank, to solicit proposals from qualified vendors for Supply of Oracle Database Enterprise Edition (12c) Licenses in accordance with the specifications, terms and conditions and scope defined in this RFP.

This Request for Proposal (RFP) will require the vendor to provide all relevant information to us in both printed and **digital format**. Based upon the review and evaluation of proposals offered in response to this RFP, Bank may at its sole discretion negotiate and enter into contract with successful Bidder.

The successful bidder has to **Supply Oracle Database Enterprise Edition(12c) Licenses** to be used by Banks for the proposed implementation of Internet Banking Solution.

Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Bank 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. Objective**

The Bank proposes to procure **Oracle Database Enterprise Edition (12c) Licenses** as per Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document for our various applications at DC & DRC.

#### **5. Eligibility Criteria**

- 5.1. A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' for Supply Oracle Database Enterprise Edition (12c) Licenses in the Bank shall hereinafter be referred as "Solution".
- 5.2. Interested Bidders, who can and Supply Oracle Database Enterprise Edition (12c) Licenses and meeting the Eligibility Criteria as per **Annexure - 3** may respond.

#### **6. Participation Methodology**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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 bank at no additional cost to the bank and will directly install the updates, upgrades and any new product releases at the Bank's premises. To this effect Bidder should provide a dealer / distributor certificate as per **Annexure-15**.

## 7. Requirement Details

- 7.1. Bank invite sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for Supply Oracle Database Enterprise Edition (12c) Licenses as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

Sr. No	Location	QTY
1	Oracle Database Enterprise Edition - Processor Perpetual (12c)	4

- 7.2. Detailed technical specification is furnished in **Annexure-10**.

## 8. Scope of Work

The Successful Bidder to supply Oracle Database Enterprise (12c) Edition - Processor Perpetual with **One-year support** as described in 7.1 above.

## B. BID PROCESS

### 9. Amendment to Bidding Document

- 9.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 9.2. Notification of amendments will be made available on the Bank's website (i.e. [www.pragathikrishnabank.com](http://www.pragathikrishnabank.com)) and will be binding on all bidders and no separate communication will be issued in this regard.
- 9.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

## 10. Bid System Offer

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

- 10.1. Part – A –Conformity to Eligibility Criteria** - Indicating their compliance to Eligibility Criteria. The format for submission of Conformity to Eligibility Criteria is as per **APPENDIX –A**.
- 10.2. Part - B - Technical Proposal**– indicating the response to the Technical specification of Supply, Install Oracle Database Enterprise Edition Licenses. The format for submission of Technical Proposal is as per **APPENDIX–B**.
- 10.3. Part - C - Commercial Bid**- furnishing all relevant information required as per Bill of Material as per **ANNEXURE-17**. The format for submission of Commercial bid is as per **APPENDIX-C**

## 11. Preparation of Bids

11.1. 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.

11.1.1. 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 "**Offer for Supply of Oracle Database Enterprise Edition (12c) Licenses**" in response to **PKGB/PMO/RFP /02/2018-19 dated 08-05-2018**" (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, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office, LIC Jeevan Soudha, First Floor, 19/19, 24<sup>th</sup> Main Road, J P Nagar First Phase, Bengaluru – 560 078.**

11.1.2. 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.

11.1.3. All the envelopes shall bear the name and complete postal address of the Bidder and authority to whom the Bid is submitted.

### 11.2. Part A- Conformity to Eligibility Criteria:

11.2.1. Before submitting the bid, the bidders should ensure that they confirm to the eligibility criteria as stated in **Clause-5** of RFP. Only after satisfying themselves of the eligibility, the Offer should be submitted.

11.2.2. The Conformity to Eligibility Criteria as per **Annexure-3** among others must contain Demand Draft towards the Application Money as per the Clause 14 and EMD / Bank Guarantee in lieu of EMD as per Appendix-E of Instructions of this document. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.

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

11.2.4. After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as "**PART A** Conformity to Eligibility Criteria for **PKGB/PMO/RFP/02/2018-19 dated 08.05.2018** for **“Supply of Oracle Database Enterprise Edition (12c) Licenses”**".

### **11.3. Part B-Technical Proposal:**

- 11.3.1. Technical Proposal should be submitted as per the format in Appendix-B. Relevant technical details and documentation should be provided along with Technical Proposal.
- 11.3.2. It is mandatory to provide the technical details of the Solution required by the Bank in the exact format of **Annexure-10** of this tender.
- 11.3.3. 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.
- 11.3.4. 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.
- 11.3.5. The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- 11.3.6. 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.
- 11.3.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-B**. 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. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 11.3.8. Masked commercial bid which is not as per below instruction will make Bid liable for rejection:
  - 11.3.8.1. Should be replica of Commercial Bid except that it should not contain any price information (with Prices masked).
  - 11.3.8.2. It should not provide any price information like, unit price, tax percentage, tax amount, AMC / ATS charges, Implementation Charges etc.

11.3.9. 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 PKGB/PMO/RFP/02/2018-19 dated 08-05-2018 "Supply of Oracle Database Enterprise Edition (12c) Licenses".

#### **11.4. Part C-Commercial Bid:**

- 11.4.1. Commercial Bid should be submitted as per the instruction in **Appendix-C**.
- 11.4.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-17**. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- 11.4.3. Under no circumstances the Commercial Bid 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 in Part A (i.e. Conformity to Eligibility Criteria) or Part B (i.e. Technical Proposal) covers will make bid liable for rejection.
- 11.4.4. The Bill of Material (must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, 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
- 11.4.5. 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.
- 11.4.6. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 11.4.7. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.
- 11.4.8. 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 for PKGB/PMO/RFP /XX/2018-19 dated XX-XX-2018 "Supply of Oracle Database Enterprise Edition (12c) Licenses".

## **12. Application Money**

- 12.1. This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/tenders.html>. In that event, the bidders should pay the Application fee of Rs.2000/- Plus GST Rs.360/- (non-refundable) for tender document by means of DD drawn on any scheduled Commercial Bank in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with Part A - Conformity to Eligibility Criteria.

12.2. Submission of the Application Money in other than "**Part-A-Conformity to the Eligibility Criteria**" is liable to be rejected on grounds of non-payment of the Application Money.

12.3. The Bidder shall bear all costs associated with the preparation and submission of the Bid and Bank will not be responsible for the costs, regardless of the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the Bidder in replying to this RFP. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract. This document can be downloaded from Bank's website <http://www.pragathikrishnabank.com/tenders.html>. In that event, the bidders should pay the Application Money of **Rs.2360/-** by means of DD drawn on any scheduled Commercial Bank in favour of Pragathi Krishna Gramin Bank, payable at Ballari and submit the same along with "Part-A-Conformity to the Eligibility Criteria".

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

13.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of **Rs.3,00,000/- (Rupees Three Lakh Only)** by way of Demand Draft drawn on any scheduled Bank in **favour of Pragathi Krishna Gramin Bank, payable at Ballari** and should be kept along with the **Part – A – Conformity to Eligibility Criteria**

13.2. 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. The format for submission of EMD in the form of Bank Guarantee is as per **APPENDIX-E**.

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

13.4. 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.

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

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

13.5.2. If the Bidder/s fails to participate and quote price in Online Reverse Auction or fails to Login in reverse Auction.

13.5.2 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.

#### **14. 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/Software which has reached End of Sale / Support. Bidder should not quote Hardware / Software which are impending End of Sale in one year from the date of submission of Bid items which are impending End of Life / End of Support during the warranty & AMC period.

#### **15. Software Version**

The bidder should ensure usage of latest 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 items which are impending End of Life/End of Support.

#### **16. 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 Bid made, without any additional charges to the Bank. The Bank is at liberty to reproduce all the documents and printed material produced by the bidder in relation to the RFP for its own use.

#### **17. Costs & Currency**

The Offer must be made in Indian Rupees only as per Bill of Material **(ANNEXURE-17)**

#### **18. Erasures or Alterations**

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations or overwriting 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.

## 19. Assumptions/Presumptions/Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

## 20. Submission of Bids

**20.1.** The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

**20.2.** The bid/s properly super scribed in the manner prescribed in earlier clauses of this RFP should be deposited in the Tender Box kept at the Place, Venue, Date and Time mentioned below :-

Last Date of submission of Bid	Day	Time	Venue
22.05.2018	TUESDAY	Up to 03:00 PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24th Main Road,1st Phase, J P Nagar, Bengaluru -560 078

**20.3.** 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.

**20.4.** Bids sent through post/courier will not be accepted/ evaluated. Bids should be submitted in the tender Box.

**20.5.** If the envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

**20.6.** The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents:-

First Official	Alternate Official
<b>Mr. Vinay Kumar B M</b> Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office LIC "Jeevan Soudha" Building J P Nagar, Bengaluru -560 078 Tel : 080-26087539	<b>Mr. Ajithnath,</b> Senior Manager, Pragathi Krishna Gramin Bank, Canara Bank RRB CBS Project Office LIC "Jeevan Soudha" Building J P Nagar, Bengaluru -560 078 Tel :080-26087523

**20.7.** In case bid documents are too bulky to be placed inside the tender box, arrangements will be made by the above mentioned officials to receive the Bids. However Bidder should reach the venue before the date and time (20.2) stipulated above.

## **21. Bid Opening**

**21.1. 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
22-05-2018	TUESDAY	03:30PM	Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24 <sup>th</sup> Main Road, 1 <sup>st</sup> Phase, J P Nagar, Bengaluru -560 078

Bidder's representative may be present in the venue well in time along with an authorization letter, as per the format attached (**Annexure – 6**).

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

**21.2.** 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.

**21.3.** The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

**21.4.** The following details will be announced at the time of bid opening.

21.4.1. Bidders name

21.4.2. Presence or absence of cost of the bidding document and Bid security

21.4.3. Such other details as the Bank at its discretion may consider appropriate.

**21.5.** 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 **Part A -Conformity to Eligibility Criteria** in their absence

**21.6.** The **Part A- 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 bank.

**21.7.** The Commercial Bid of only those bidders who qualified in **Part B-Technical Proposal** will be reckoned for Reverse Auction process.

## C. SELECTION OF BIDDER

### 22. 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 the documents have been properly signed and whether items are offered as per RFP requirements, whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

### 23. Clarification of Offers

**23.1.** During the process of scrutiny, evaluation and comparison of offers, the Bank 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 bank 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 Bank.

**23.2.** 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 bidders and the Bank reserves the right for such waivers.

### 24. Evaluation of Bids

**24.1.** The Bids will be evaluated by a committee of officers of the Bank. If warranted, the bank may engage the services of external consultants for evaluation of bids. It is Bank's discretion to decide at the relevant point of time. The Bids will be opened in the presence of Bidder /s who are interested in being present during the process on the date decided by Bank

**24.2** **Part A- Conformity to Eligibility Criteria:** The Part A- Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on **Clause-5** of RFP and the documents submitted as per **Appendix-A**. 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 Bank.

**24.2.** **Part B- Technical Proposal:** **The Part B-** Technical Proposals submitted by the bidder will be evaluated for the documents submitted as per **Appendix-B**. The **Part C-** Commercial Bids (Indicative) of only those bidders who qualified in **Part B- Technical Proposals**, will be opened with due communication by the Bank

**24.3.** **Part C-Commercial Bid (Indicative):** The **Part C- Commercial Bid (Indicative)** submitted by the bidder will be evaluated for the documents submitted as per **Appendix-C**.

However, for arriving at L1, Bank will conduct Reverse Auction as mentioned elsewhere in the RFP document.

**24.4. Reverse Auction:** Bank will conduct Reverse Auctions for arriving at L1/L2/L3...etc.

## **25. Normalization of Bids**

25.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner:-

25.1.1 Incremental bid submission in part of the requested clarification by the Bank

**OR**

25.1.2 Revised submissions of the entire bid in the whole

25.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

25.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## **26. Intimation to Qualified / Successful Bidders**

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of **Part – B** Technical Proposal and the names of qualified bidders would be announced on Bank's website ([www.pragathikrishnabank.com](http://www.pragathikrishnabank.com)) / Notice Board. Only qualified bidders shall participate in the Reverse Auction. After the entire completion of selection process, final list of the bidders (L1, L2, L3... etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

## **27. Correction of Error in Commercial Bid**

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed it will be rectified on the following basis:-

27.1. Bank may waive off any minor infirmity or non – conformity or irregularity in a bid, which does not constitute a material deviation.

27.2. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

- 27.3. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 27.4. If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and same will prevail over the total furnished in the Bill of Material.
- 27.5. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 27.6. If the bidder does not accept the correction of errors, the bid will be rejected.

## **28. Determination of L1 Price:**

- 28.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 28.2. The L-1 bidder will be determined based on the lowest price quoted in the reverse Auction. The Reverse Auction would be conducted for total cost of ownership given in Bill of material (indicative) as per **Annexure -17** of RFP or in a manner described in Paragraph F of **Appendix – F** Brief Business Rules and terms & Conditions of reverse Auction are detailed in **Appendix – F**.
- 28.3. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 28.4. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 28.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

## **29. Online Reverse Auction**

- 29.1. Bidders, whose Commercial Bids (Indicative) has been opened by the Bank will be called for the Reverse Auction.
- 29.2. Reverse Auction event will be carried out among the technically qualified Bidders, based on evaluation of Part B-Technical Proposal, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.
- 29.3. For finalization of the most competitive offer, the Bank will conduct “Reverse auction” The detailed procedure and Business rules for the Reverse auction is given as per **Annexure-G**.

- 29.4. Bank will call the technically qualified bidders whose Commercial Bids have been opened by the Bank for participating in the Reverse auction process which will be conducted by an Auction company authorized by the Bank. Specific rules for this particular event viz. date and time, CAP price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating bidders before the event. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for "Reverse auction". However, the CAP price for Reverse auction will be fixed by the Bank.
- 29.5. Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The L-1 bidder will be decided only later, on finalization of prices through Reverse auction.
- 29.6. The L-1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per **Annexure-17**. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD with the Bank.
- 29.7. **Re-Auction/s Rules**
- 29.7.1. Bank may consider the option of a Re-Auction/s in following circumstances:
- 29.7.1.1. At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- 29.7.1.2. During the process of reverse auction, if there is no bids from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- 29.7.1.3. At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- 29.7.2. Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can ask all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
- 29.7.3. If at the end of the Reverse Auction /s only one Bidder Submits their Bid, Bank reserves the right to place the entire order on L1 Bidder only.
- 29.7.4. Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- 29.8. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.

### **30. Bid Validity Period**

The Offer submitted and the prices quoted therein shall be valid for 180 days from the last date for submission of the offer (BID). Bid valid for any shorter period shall be rejected by the Bank.

### **31. Proposal Ownership**

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate **Annexure**. Correct and current technical details must be completely filled in. The Appendices/Annexure to this RFP shall form integral part of the RFP.

### **32. Project Ownership**

- 32.1. 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 and Maintenance of Servers, System Software for Virtualization and Other Items which are relevant to this RFP.
- 32.2. 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).
- 32.3. 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 Bank are correct, viable, Technically feasible for implementation and the solution will work without any hassles.

### **33. Acceptance of Offer**

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

- 33.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.
- 33.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

## **34. Award of Contract**

- 34.1. The bidder whose Commercial bid is accepted by the Bank will be referred to as the selected bidder and Bank will notify the name of the selected bidder by display in the Notice Board of the Bank.
- 34.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder.
- 34.3. 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.
- 34.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 34.5. The shortlisted Bidder/s will be required to supply the hardware and solution to various branches / Office of the Bank at the rates not higher than the agreed rate finalized under this RFP.

## **D. TERMS AND STIPULATIONS**

### **35. 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 Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

### **36. Project Execution**

The Bank 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 at Bengaluru. However, for escalation purpose, details of other persons shall also be given.

### **37. Delivery, Installation & Maintenance**

- 37.1. Bank shall provide the address and contact details for delivery of Oracle Enterprise Edition Licenses and other items while placing the order.

- 37.2. Delivery of Licenses and other documents relating to License should be within **1 (ONE) week** from the date of receipt of the Purchase Order. It will be the sole responsibility of the vendor to submit any form required for release of shipment from the check post.
- 37.3. 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 Licenses are to be delivered, the bidder in such cases shall deliver the Licenses at the modified locations at no extra cost to the Bank. The Warranty / AMC should be applicable to the altered locations also.
- 37.4. Commissioning of Licenses will be deemed as complete only when the same is accepted by the Bank in accordance with the terms & conditions of this Tender
- 37.5. 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 Bank's Officials, along with delivery payment claim letter.

### **38. Penalties/Liquidated Damages**

**38.1. Penalties / Liquidated damages for delay in Delivery Oracle Database Enterprise edition (12c) License**

Non-compliance of the above delivery (37.2) will result in the Bank imposing penalty (at 0.50% on delay in delivery) per week or part thereof, on the invoice value per location / office address wise. However, the total Penalty / LD to be recovered under this clause shall be restricted to 5% of the total value of the order.

**38.2. Penalties / Liquidated Damages for non-performance:** 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.

**38.3.** The Liquidated Damages shall be deducted / recovered by the Bank 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 Bank's right to levy any other penalty where provided for under the contract.

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

**38.5.** LD is not applicable for the reasons attributable to the Bank and Force Majeure.

### 39. Pricing & Payments

- 39.1. The Price offered to the Bank must be in Indian Rupees, and inclusive of Duties but Exclusive GST. The Vendor has to quote the applicable GST separately.
- 39.2. The item value along with applicable GST should be claimed in the invoice, location wise and GST will be paid in actual at our end.
- 39.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the offer validity period.
- 39.4. Applicable Taxes will be paid at actual.

### 40. Payment Terms

- 40.1. All Payment will be released by Project Office Bengaluru on production of relevant documents. The Delivery Note and Invoices should be raised as per the purchase order. The invoices should be submitted at the below address: -

**The Senior Manager,  
Pragathi Krishna Gramin Bank,  
Canara Bank RRBs Project Office, LIC “Jeevan Soudha” Building,  
19/ 19, 24<sup>th</sup> Main Road, J P Nagar First Phase, Bengaluru 560078**

The Banks shall release the payment of each undisputed Invoice raised in accordance with this RFP and subsequent Purchase Order/s within thirty (30) calendar Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice accompany the required documents together with evidence of delivery/installation and payable under this RFP and subsequent Purchase Order.

- 40.2. The Successful Bidder shall raise invoice on Pragathi Krishna Gramin Bank for 50% of the Quantity and for remaining 50% Quantity, invoices must be raised on Kerala Gramin Bank as under:-

40.2.1. PRAGATHI KRISHNA GRAMIN BANK

# 32, Sanganakal Road, Gandhinagar, BALLARI – 583103

Facsimile: 08392-236465

Email: apmgroup@pkgbank.com

GSTIN Details are as under:-

Sr. No	Particulars	Bank Details (PKGB)	QTY to be Billed
1	GSTIN	29AACAP6984D1Z6	2 Licenses
2	PAN No.	AACAP6984D	

40.2.2. KERALA GRAMIN BANK

KGB Towers, Head Office,

A.K.Road, Uphill, MALAPPURAM- 676 505

Facsimile: 0483-2730179

Email : apmgroup@pkgbank.com

GSTIN Details areas under:-

Sr. No	Particulars	Bank Details (KGB)	QTY to be Billed
1	GSTIN	32AACK1498D1ZX	2 Licenses
2	PAN No.	AACAK1498D	

#### 40.3. Payment Schedule will be as under: -

Sl. No	Payment Stages	% of Payment	Condition/Remarks
1	Delivery	100%	On delivery of License items 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 office should be submitted while claiming payment in respect of orders placed.

40.4. Bank will not pay any advances.

40.5. Payments shall be released upon submission of relevant documents as per RFP terms and found in order by the respective offices.

40.6. The payments will be released through NEFT/ RTGS and the selected Bidder to provide necessary Bank details like Account No., Bank's Name with Branch IFS Code etc., the net payment will be made after deducting applicable Taxes, penalty and LD if any.

#### 41. Order Cancellation / Termination of Contract

41.1. 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:

41.1.1. Delay in delivery beyond the specified period for delivery.

41.1.2. Serious discrepancies noted in the items delivered.

41.1.3. Breaches in the terms and conditions of the Order.

41.2. The Bank reserves its right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the circumstances.

41.3. The Bank reserves the right to cancel the contract placed on the selected Bidder and recover the cost incurred by the Bank on the following circumstances.

41.3.1. Non-submission of acceptance of order within 7 days of order.

41.3.2. Delay in execution of order placed by the Bank.

41.3.3. The Selected Bidder commits a breach of any of the terms and conditions of the Bid.

41.3.4. The Bidder goes in liquidation voluntarily or otherwise.

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

41.3.6. The progress made by the selected bidder is found to be unsatisfactory

41.3.7. If the deductions on account of liquidated damages exceeds more than 10% of the total contract price.

41.4. After the award of the order/contract, if the selected Bidder does not perform satisfactorily or delays execution of the order/contract, the Bank 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 Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the Bank within reasonable limits at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

41.5. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk and responsibility of the selected bidder by giving 7 days prior notice to the Bidder

41.6. 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 nonperformance/noncompliance of the terms and conditions of the contract, to appropriate the damages.

## **42. Software, Drivers and Manuals**

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

42.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.

## **43. Training**

No separate training is required. The selected Vendor has to give demo and explain operational guidelines of the product at the site of the installation to Bank's Officials.

## **44. 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 Bank without prejudice to other remedies as may be available to the Bank as per RFP terms.

## **E. GENERAL CONDITIONS**

### **45. Intellectual Property Rights**

45.1. 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 Licenses supplied to the Bank 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.

- 45.2. 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 Bank 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 Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank 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 penalties in case service levels are not met because of inability of the Bank to use the proposed solution.
- 45.3. 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.
- 45.4. The bidder acknowledges that business logics, work flows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

## **46. Indemnity**

- 46.1. 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:
- 46.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
- 46.1.2. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

46.2. 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 Licenses / Software supplied by them.

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

46.2.2. The limits specified 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 damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

46.2.3. 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 Bank 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.

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

## **47. Inspection of Records**

Bank 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.

## **48. Assignment**

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

62.2. If the Bank 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.

## **49. Publicity**

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

## **50. Insurance**

The Licenses 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 Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory / godown to the location and such insurance cover

should be available till installation of Licenses / Software. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Servers & System Software.

## **51. Guarantees**

The bidder should guarantee that the Licenses delivered to the Bank are brand new, 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 Licenses and software must be supplied with their original and complete printed documentation.

## **52. Confidentiality and Non-Disclosure**

52.1. 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 Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **ANNEXURE-7**.

52.2. 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 Bank, by photographic, electronic or other means is strictly prohibited.

## **53. Amendments to Purchase Order**

Once 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.

## **54. 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.

## **55. 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 Bank 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 Bank. There shall not be any delay in this regard. The decision of the Bank to place orders or otherwise under such situation shall rests with the Bank and the decision of the Bank is final.

## **56. 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 Bank, in such eventuality, the Bank 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 Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

## **57. Responsibility for Completeness:**

- 57.1. 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.
- 57.2. 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 penalties levied by Bank 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 Bank.
- 57.3. 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 Bank 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 Bank.

## **58. Responsibilities of the Bidder**

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

- 58.1. 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.
- 58.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 58.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 58.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Bank. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 58.5. The Bidder represents and acknowledges to the Bank 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 Bank, 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 Bank. The Bidder also acknowledges that the Bank 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 Bank expects the Bidder to fulfill all the terms and conditions of this RFP.

## **59. Force Majeure**

- 59.1. 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.
- 59.2. 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.
- 59.3. In the event of any such intervening Force Majeure, the Bidder 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 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.
- 59.4. 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 Bidder 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 Bidder.

## **60. Corrupt and Fraudulent Practices**

- 60.1. 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:
- 60.2. "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

- 60.3. "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 Bank of the benefits of free and open competition.
- 60.4. The Bank 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.
- 60.5. The Bank 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.
- 60.6. The decision of Bank 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 Bank 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 Bank, it may do so in writing.
- 60.7. Any effort/attempt by a bidder to influence the Bank 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 Bank 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.
- 60.8. The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply of Oracle Database Enterprise Edition Licenses by the Bank.

## **61. 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 Bengaluru, INDIA.

## **62. Modification/Cancellation of RFP**

The Bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

## **63. Responsibilities of Selected Bidder**

- 63.1. The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during warranty and AMC period.
- 63.2. The Bank 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.
- 63.3. The selected bidder basis as at the end of 31<sup>st</sup> March and 30<sup>th</sup> September during warranty and AMC shall submit updated Escalation Matrix for the product/services on a Half-yearly period.

## **64. Legal Disputes and Jurisdiction of the court:**

- 64.1. without limitation a right for recovery of any amounts and related costs and The Bank Clarifies that the Bank 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.
- 64.2. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru 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.

**General Manager**

**ANNEXURE-1**  
**Checklist**

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

<b>ANNEXURES (To be submitted with Part A- conformity to eligibility criteria)</b>		
1	Checklist	
2	Bid Covering Letter	
3	Eligibility Criteria Declaration	
4	Applicant's Profile	
5	Details of Offices/Branches/Service Centers	
6	Authorization Letter Format	
7	Non-Disclosure Agreement	
<b>ANNEXURES (To be submitted with Part B-Technical Proposal)</b>		
8	Technical Bid Covering Letter	
9	Technical Specifications Oracle Database Enterprise Edition Licenses.	
10	Undertaking of Authenticity for software / Licenses	
11	Compliance Statement	
12	Undertaking Letter Format	
13	Escalation Matrix	
14	Manufacturer/Authorized Distributor in India Form	
<b>ANNEXURES (To be submitted with Part-C -Commercial Bid)</b>		
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

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 Ballari) 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 in <b>ANNEXURE-4</b>	
7	Whether ensured that, the 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 <b>“for Supply, of Oracle Database Enterprise Edition Licenses”</b> at DC & DRC 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 of the envelope.	
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 <b>ANNEXURE-6</b> is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
---	--------

**ANNEXURE-2**  
**Bid Covering Letter Format**

Reference No:

Date:

The General Manager,  
Head Office: IT Department  
Pragathi Krishna Gramin Bank  
32, Sanganakal Road,  
Gandhinagar, Ballari– 583103 Karnataka

Dear Sir,

**SUB: RFP for “Supply of Oracle Database Enterprise Edition (12c) Licenses”**

**Ref: Your RFP: PKGB/PMO/RFP/02/2018-19 Dated: 08-05-2018**

Having examined the tender document including all **Annexure** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **“Supply of Oracle Database Enterprise Edition (12c) Licenses”** 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 **1 (ONE)** week for non-road permit locations. Also, we undertake to complete installation and commissioning of Delivered Software / Licenses and complete all the works specified in the scope of work at the Banks DC/DRC within 2 weeks from the date of Delivery to all the materials for each ordered location.

If our offer is accepted, we undertake to provide Technical Consultant / Service support / Guidance for the devices supplied as per the above referred RFP, for 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. 3,00,000/- (Rupees Three Lakh Only) in favour of Pragathi Krishna Gramin Bank 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 Bank 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 Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

**Signature of the Authorized Representative**  
**Name of the company with seal**

**ANNEXURE - 3**  
**Eligibility Criteria Declaration**

The General Manager,  
Head Office: IT Department  
Pragathi Krishna Gramin Bank  
32, Sanganakal Road,  
Gandhinagar, Ballari- 583103 Karnataka

Dear Sir,

**SUB: RFP for Supply of Oracle Database Enterprise Edition (12c) Licenses"**

**Ref: Your RFP: /PKGB/PMO/RFP/02/2018-19**Date: 08-05-2018

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

<b>No</b>	<b>ELIGIBILITY CRITERIA as per RFP Cl. No.5</b>	<b>Documents Required</b>	<b>Response</b>
01	The Bidder should be a registered Company in India as per Indian Companies Act, 1956	Certificate of incorporation & commencement of Business (Applicable for Public Limited Companies). A Certified copy of the same are required to be submitted with response	
02	The Bidder should be Authorised reseller of Oracle Products in India	A letter of Authorization from Oracle should be submitted	
03	The Bidder should have positive net worth during last 3 financial years (i.e. 2014-15, 2015-16 and 2016-17.)	Audited Financial Statements (and Annual reports, if Applicable) for the Financial Year 2014-15, 2015-16 and 2016-17	
04	The Bidder should have minimum annual Turnover of <b>Rs.2.00 Crore</b> during last 3 financial years (i.e. 2014-15, 2015-16 and 2016-17.)	Audited Financial Statements (and Annual reports, if Applicable) for the Financial Year 2014-15, 2015-16 and 2016-17	
05	The Bidder should have their support office in Bengaluru to support the solution.	Documentary proof to be submitted. besides local contact Person Name, Address Phone No. Mobile No, email etc.	
06	The Bidder should have supplied or implemented similar type of Devices / Solution in at least 1 Government Department / Public Sector Undertaking / Scheduled Commercial Banks / RBI in India during last <b>three years</b> as on date of submission of bids.	Relevant Purchase Orders or a Certificate from the organization should be submitted	
07	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.	
08	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 Bank.	Bidder should submit declaration to this effect.	
09	The Bidder should have required GST Registration from any of the registering Authorities	Copy of registration certificate to be Submitted	

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 - 4**  
**Applicant's Profile**

Sl. No	Particulars	Details
<b>A</b>	<b>Name of the Company</b>	
1.	Name of the OEM	
2.	Constitution	
3.	Date of Establishment / Incorporation	
4.	Address (Order to be placed on which Office) Registered Office Corporate Office	
5.	Telephone No E-mail Address Website	
6.	Sales Turnover from IT related business for last Two years. 1.2015-2016 2.2016-2017	
7.	Domestic Customer Base (Number of Clients where Servers & software is supplied in India)	
8.	Service Net Work (Number of Service Centers in ) Karnataka Mumbai	
9	PAN No for Income Tax Purpose  GST Number  <b>Bank Details</b> Name and Style of Bank Account  Name of the Bank and Branch address  Account Number  RTGS / NEFT/IFS Code	
<b>B.</b>	<b>Manufacturer's Profile-if bidder is manufacturer</b>	
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 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) <b>Please Specify</b>	
7.	Experience of the Manufacturing Company in Supply of Servers & software for Virtualization	
8.	PAN No for Income Tax Purpose GST Number <b><u>Bank Details</u></b> 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 – 5**

#### **Details of Offices / Branches / Service Centers**

<b>Sl. No</b>	<b>Place</b>	<b>Postal Address</b>	<b>Contact Details (including Name of in charge and his contact no. email etc.,)</b>	<b>Service Facilities Available (Describe)</b>	<b>No. of Engineers</b>	<b>Jurisdiction</b>
1						
2						
3						
4						
5						
6						
7						
...						
...						
...						

**Date:**

**Signature with Seal .....**

**Name: .....**

**Designation: .....**

**Annexure - 6**  
**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,  
Pragathi Krishna Gramin Bank,  
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24<sup>th</sup>  
Main Road, 1st Phase, J P Nagar, Bengaluru -560 078

**Dear Sir,**

**SUB: Authorization Letter for attending the Bid Opening**

**REF: Your RFP /PKGB/PMO/RFP/02/2018-19 Date: 08-05-2018**

This has reference to your above RFP for "Supply of oracle Database Enterprise Edition Licenses"

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      Signature of Attesting Authority

---

Name of Authorizing Authority

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

## Annexure- 7

### **Track Record of Past instances of Supply of Oracle Database Licenses**

SUB: RFP for “Supply of oracle Database Enterprise Edition (12c) Licenses”

**Ref: Your RFP/PKGB/PMO/RFP/02/2018-19 Date: 08-05-2018**

Name of the Bidder\_\_\_\_\_

St. No.	Name of the Client/s where Licenses are supplied	Contact Person's Name	Telephone No.	Address of the Client
2.				
3.				
4.				

(Enclose necessary documentary proof)

Date

Signature with seal

Name

Designation=

## **Annexure -8**

### **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 Pragathi  
Krishna Gramin Bank, having its Head office at 32, Sanganakal Road, Gandhinagar, Ballari  
and Kerala Gramin Bank having its Head Office and Malappuram, Kerala hereinafter  
referred to as the BANKS and,

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

WHEREAS, the Bidder understands that in the course of submission of the offer for  
"Supply of Oracle Database Enterprise Edition (12c) Licenses" and/or in the aftermath  
thereof, it may be necessary that the Bidder may perform certain jobs/duties on the  
Banks properties and/or have access to certain plans, documents, approvals or  
information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder  
agrees to all of the following conditions, in order to induce the BANK to grant the Bidder  
specific access to the BANK'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 BANK, unless the Bidder has first  
obtained the BANK's written authorization to do so.

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

The Bidder shall not, without the Bank'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 BANK in connection  
therewith, to any person(s) other than those employed/engaged by the Bidder for the  
purpose of submitting the offer to the BANK 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: .....

**ANNEXURE-9**

**Technical Bid Covering Letter Format**

The General Manager,  
Head Office: IT Department  
Pragathi Krishna Gramin Bank  
32, Sanganakal Road,  
Gandhinagar, Ballari– 583103 Karnataka

**Dear Sir,**

SUB: RFP for “Supply of oracle Database Enterprise Edition (12c) Licenses”

Ref: **Your RFP** /PKGB/PMO/RFP/02/2018-19 Date: 08-05-2018

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

SI No	Particulars	Details to be furnished by the Bidder
1	<b>Technical specification as per ANNEXURE-9</b>	
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 Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
7	List of applicant’s 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	

Declaration:

a. We confirm that we will abide by all the terms and conditions contained in the RFP.

- b. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.
- c. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank 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 Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal:

Name:

Designation:

## **Annexure 10 – Technical Details & Specifications**

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. 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 Bank.
6. Please Note that specifying deviation elsewhere in the offer will not be considered, If there is any deviation the same should be clearly mentioned in this Technical Offer by marking in Bidder's Offer as 'No'

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>
<b>1</b>	<b>Oracle Database Enterprise Edition (12c) License Processor Perpetual</b>	
<b>1.1</b>	<b>Pragathi Krishna Gramin Bank</b>	<b>2 Licenses</b>
<b>1.2</b>	<b>Kerala Gramin Bank</b>	<b>2 Licenses</b>
	<b>Total</b>	<b>4 Licenses</b>

## **Annexure 11**

### **Sub: Undertaking of Authenticity for Oracle Database Enterprise Edition (12c) License**

Ref: Your RFP: PKGB/PMO/RFP/02/2018-19 Dated:08-05-2018

With reference to the Oracle Database Enterprise Edition (12c) Licenses supplied / quoted to you vide our Invoice no / Quotation no / Order no cited above,

We hereby undertake that all the components 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 and also that it shall be sourced from the authorized source.

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 suppliers at the time of delivery or within a reasonable time.

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

Date:

Signature with seal:

Name:

Designation:

**ANNEXURE-12**

**COMPLIANCE STATEMENT**

**SUB: RFP for “Supply of oracle Database Enterprise Edition (12c) Licenses”**

Ref: Your RFP/PKGB/PMO/RFP/02/2018-19 Date: 08-05-2018

**DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank 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-13**

**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 GST will be paid at actual to the maximum of taxes indicated in this Bill of Material against production of invoice / bills.

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

Date:

Signature with Seal .....

Name: .....

Designation: .....

**ANNEXURE-14**

**ESCALATION MATRIX**

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-15**

### **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,  
Pragathi Krishna Gramin Bank,  
Canara Bank RRB CBS Project Office, LIC "Jeevan Soudha" Building, First Floor, 19/19, 24<sup>th</sup> Main  
Road, 1st Phase, J P Nagar, Bengaluru -560 078

Dear Sir,

SUB: RFP for "Supply, Installation of oracle Database Enterprise Edition (12c) Licenses"

Ref: Your RFP/PKGB/PMO/RFP/02/2018-19 Date: 08-05-2018

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/s .....for 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.

Yours faithfully

(Name)

For and on behalf of

M/s-----

## **ANNEXURE-16.**

### **Covering letter format for Commercial Bid**

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

Reference No:

Date:

The General Manager,  
Head Office: IT Department  
Pragathi Krishna Gramin Bank  
32, Sanganakal Road,  
Gandhinagar, Ballari– 583103 Karnataka

Dear Sir,

SUB: RFP for “Supply, Installation of oracle Database Enterprise Edition (12c) Licenses”

Ref: Your RFPPKGB/PMO/RFP/02/2018-19 Dated: 08-05-2018

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per **ANNEXURE- 17** 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 \_\_\_\_\_ 2018

Signature with Seal .....

Name: .....

Designation: .....

## Annexure -17

### BILL OF MATERIAL

**Note:**

1. This bill of material must be attached to the Commercial Offer.
2. 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 in correctly.
3. Please note that any Commercial Offer, which is conditional and/or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.

**Table A - Cost of Licenses**

Product description	Unit Price with 1-year support	GST %age	GST Amount			TOTAL COST
	Rs.		Rs.	Amt	QTY	
	a	b	c	d = a + c	e	F= d * e
Oracle Database Enterprise Edition Processor Perpetual (12c)					4	
Total					4	

**Table B – Support Charges (ATS)**

Sr. No	Details	Support Charges	% age of Service charges to Cost of License	GST %age	GST AMT	Per unit Support Charges	QTY	Total support charges
		a	b	c	d	e = a + d	f	g = e * f
1	2 <sup>nd</sup> Year ATS							
2	3 <sup>rd</sup> Year ATS							
3	4 <sup>th</sup> Year ATS							
4	5 <sup>th</sup> Year ATS							
	Total ATS Cost							

**Table C – Total Cost of Procurement (TCO)**

Sr. No	Details	Total Costs
1	Cost of Licenses as per Table A	
2	4 year ATS as per Table B	
	Total Cost of Ownership	

**All the rates quote above are exclusive of GST**

We Confirm that -

1. We have ensured that the price information is filled in the Commercial Offer [**Annexure -17**] at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
2. We have not added or modified any clauses / statements / recordings / declarations in the Commercial Offer [**Annexure -17**], which is conditional and/or qualified or subjected to suggestions.
3. We have not added or modified any clauses / statements / recordings / declarations in the Commercial Offer [**Annexure -17**], which contain any deviation in terms & conditions or any specifications.
4. **Support Charges for the following year from 2<sup>nd</sup> to 4<sup>th</sup> year will be taken into account for calculation of TCO. However, Bank May or may not enter into Support Agreement with Vendor for subsequent years.**

Date:

Signature

(Name)

on behalf of

Place \_\_\_\_\_

\_\_\_\_\_

## **APPENDIX –A**

### **Instructions to be noted while preparing/submitting Part A- Conformity to Eligibility Criteria**

The Proposal 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.

- 1) Index of the entire document submitted with page numbers.
- 2) Cost of Tender document by way of DD payable at Ballari
- 3) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD.
- 4) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the tender documents.
- 5) Checklist as per **ANNEXURE - 1**
- 6) Bidder's Covering letter as per **ANNEXURE -2**
- 7) Eligibility Criteria declaration as per **ANNEXURE -3** with documentary proof in support of the Eligibility Criteria.
- 8) Profile of the Company / Firm as per **ANNEXURE -4**
- 9) Details of Offices / Branches/service centers as per **ANNEXURE- 5**.
- 10) Non-Disclosure Agreement as per **ANNEXURE -7**
- 11) Write up on the Work experience / Expertise of supply, installation and commissioning of Servers, System Software & RHEL licenses for Virtualization

## **APPENDIX-B**

### **Instructions to be noted while preparing/submitting Part B- Technical Proposal**

The Technical Proposal 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. Technical Offer for this RFP shall be made as under:

- 1) Index of the entire document submitted with page numbers.
- 2) Technical Bid Covering Letter as per **Annexure -8**.
- 3) Compliance to Technical specifications should be complete with all the columns filled in as per **Annexure -9**.
- 4) Undertaking of Authenticity for Oracle licenses
- 5) Compliance Statement as per **Annexure -11**.
- 6) Under Taking Letter as per **Annexure – 12**.
- 7) Escalation Matrix as per **Annexure – 13**.
- 8) Manufacture / Authorised Distributor in India Authorization Form as per **Annexure - 15**.
- 9) Masked price bid of Bill of Material as per **Annexure -17**.
- 10) Technical Documentation (Product Brochures, leaflets, manuals, drawings).

## **APPENDIX-C**

### **Instruction to be noted while preparing/submitting Part C-Commercial Bid**

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

1. Bidder's Covering letter as per **ANNEXURE -02**.
2. Commercial Version of Bill of Materials as per **ANNEXURE -17**.

**APPENDIX - 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 \_\_\_\_\_ 2018

SIGNATURE OF THE BANK

## **APPENDIX-E**

### **Location Details**

#### **Proposed Locations for “Supply, Oracle Database Enterprise Edition (12c) Licenses”**

##### **The Project Manager**

Canara Bank RRBs CBS Project Office, LIC “Jeevan Soudha” Building,  
First Floor, 19/19, 24<sup>th</sup> Main Road,  
1<sup>st</sup> Phase, J P Nagar, Bengaluru -560 078

## **APPENDIX-F**

### **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 the procurement for which RFP is floated**

#### **A) Definitions:**

- 1) "Bank" means Pragathi Krishna Gramin Bank
- 2) "Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction. [M/s e-Procurement Technologies Ltd (abcprocure),]
- 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-F(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.

2) Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.

#### **C) Training:**

1) Selected vendors shall coordinate with our Bank/Our Service Provider M/s e-Procurement Technologies Ltd (abcProcure) 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) Bank 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:**

Bank 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, Bank 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 Bank 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) Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.[M/s e-Procurement Technologies Ltd ( abcProcure)]
- 2) 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.
- 3) 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.
- 4) Bank 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.
- 5) 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 agreement is as per the **APPENDIX–F(3)**.

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

7) 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.

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

9) 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.

10) Reverse Auction will normally, be for a period **of 1/2 hour (i.e. 30 Min)**. 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. No. of extension will be unlimited. 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.)

11) 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.

12) During Reverse Auction, if no bid price is received within the specified time, Bank, 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 Bank all necessary details of the bid prices and reports of Reverse Auction.

2) Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder.

3) Successful Bidder has to fax the duly signed filled-in prescribed format **APPENDIX -F(2)** as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed **APPENDIX-F(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, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future

7) In case Bank 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 Bank shall be opened as per Bank'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 Bank to any other party without written permission from the Bank.

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

1) Bank 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-F(1)**

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

To,

**Pragathi Krishna Gramin Bank, I T Department, Head Office, Ballari**

Date: -----

**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) Bank 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 fax containing our offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax 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 fax duly signed filled-in prescribed format (**APPENDIX F(2)**) as provided on case-to-case basis, to Bank 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, Bank 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–F(2)**

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

**To, Pragathi Krishna Gramin Bank, I T Department, Head Office, Ballari**

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, Bank 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 F(3)**

#### **Process Compliance Form**

(The Bidders are required to print this on their company's letter head and sign, stamp before faxing 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 \_\_\_\_ (Bank) 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 fax containing our offer price before the auction close time and no claim can be made by us on either \_\_\_\_ (Bank) or \_\_\_\_ (Service Provider) regarding any loss etc. suffered by us due to acting upon our authenticated fax 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 fax the price confirmation & break up of our quoted price as per **APPENDIX-F(2)** as requested by \_\_\_\_\_(Bank) / \_\_\_\_\_(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 –