



ANDHRA BANK

Request for Proposal (RFP) for Supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise / Select Agreement.

BID DETAILS

Sr. No.	Subject	Date/time
1	RFP Ref. Number & Date	No.666/35/2019-20/RFP/01 dated 03/04/2019
2.	Last Date for receipt of queries for pre-bid meeting.	08/04/2019 at 11.00 AM
3.	Pre-bid meeting date.	08/04/2019 at 03.00 PM
4.	Last date for receipt of Bids Documents	24/04/2019 at 03:00 PM
5.	Date & Time of Opening of Technical Bids*	24/04/2019 at 03:30 PM
7	Venue / Address for Pre bid meeting, submission of Bid & Place of Opening of Bids	1. Sri Jude George Asst. General Manager Dept. of Information Technology, Andhra Bank, D Block, III Floor, Cyber Gateway, Hitec City, Madhapur, Hyderabad – 500081 Phone No: 040-23122266; Fax Number : 040-23122261 2.Sri P. Ratna Prasad Chief Manager Dept. of Information Technology, Andhra Bank, D Block, III Floor, Cyber Gateway, Hitec City, Madhapur, Hyderabad – 500081 Phone No: 040-23122266; Fax Number : 040-23122261
8	Website address	www.andhrabank.in
9	E-mail address for communication	cbs-nw-security1@andhrabank.co.in jude.george@andhrabank.co.in p.ratnaprasad@andhrabank.co.in
10	R F P Fee	Rs.25,000/-
11	E M D Amount	Rs.30,00,000/-

*In the presence of the authorized representative of the bidders technical bids will be opened. Only one representative will be allowed to represent the Company.

**DEPARTMENT OF INFORMATION TECHNOLOGY
HEAD OFFICE, 3rd FLOOR, BLOCK-'D', WING-2
CYBER- GATEWAY, HITEC CITY
MADHAPUR, HYDERABAD – 500 081**



1.Introduction:

Andhra Bank, a body constituted under Banking Companies Acquisition and Transfer of Undertakings Act 1980 has its Head Office at 5-9-11, Dr. Pattabhi Bhavan, Saifabad, Hyderabad-500004. It's Department of Information Technology – is located at 3rd Floor, “D” Block, Cyber Gateway, Madhapur, Hyderabad-500081,India.

Andhra Bank (<http://www.andhrabank.in>) has its history parallel to India’s freedom struggle and was founded by an eminent freedom fighter and a multi-faceted genius, Dr. Bhogaraju Pattabhi Seetharamayya. Bank was registered on 20th November 1923 and commenced its operations on 28th November 1923. Bank was nationalized on 15th April 1980 and is presently a Public Sector Bank with the Government of India.

2. Scope of Work:

The Bank seeks bids from eligible vendors to supply, upgrade, and maintain Microsoft Software licenses and also maintain existing licenses already procured by Bank. Bidder must be prepared to manage and maintain the Microsoft Software licenses and extend service support under Enterprise / Select Agreement renewal for all the Microsoft licenses already procured and being used by Bank. The Bidder should have full-fledged Team of Microsoft certified personnel and support centers in India. This tender comprises the following schedule.

Sl. No	Product
1	Supply, Upgrade & Maintenance of Microsoft software licenses as per the requirement of the Bank.
2	Maintenance of existing Microsoft software licenses under Software Assurance by Microsoft.
3	Provision of direct Microsoft Premier Foundation Service Support to the Bank.

The Bank invites technically viable and commercially competitive proposals from reputed bidders for supply of additional licenses, upgradation and maintenance of Microsoft software licenses and maintenance of existing licenses under Enterprise / Select Agreement renewal as per the details given below. The full details are provided in the commercial template (Commercial Bid form – II).

Enterprise Agreement:

Sl. No	Item	License type	Qty
01.	Core CAL	SA	4244
02.	CIS Datacenter 2 Proc	SA	1
03.	Exchg Svr Ent	SA	7
04.	Windows Server Datacentre 2 Proc	SA	1
05.	Windows server Std 2 Proc	SA	285
06.	SQL Svr Ent 2 Core (SQL Svr Ent 1 Proc)	SA	22
07.	SQL Svr Std 2 Core (SQL Svr Std 1 Proc)	SA	58

Select Agreement:

Sl. No	License type		
1	Windows Server CAL	SA	11725



For all the office 365 / Exchange online licenses taken on subscription model, Bank will have the rights equivalent to a Client Access License (CAL) for the purpose of accessing equivalent on premises workloads.

The commercial proposal should contain the prices for the Bill of Material(BoM) given in Commercial Bid form - II and the bidder has to discuss with Microsoft and suggest a best suited / fit for renewal of the existing Enterprise / Select Agreement in terms of Bank's requirement. The BoM contains the number of license existing as well as additional requirement.

Bank is in discussion with Microsoft for unified support. In case Bank do not consider unified support then Bank will consider renewal of direct Microsoft Premier Foundation Service Support to the Bank. Further Microsoft should also designate a Technical Account Manager based at Hyderabad for helping bank in addressing the various technical problems faced on Microsoft software/application.

The patches / updates released by Microsoft from time to time should be available for life cycle of the product. The Bank will download updates on the OEM (Microsoft) site. However, the vendor has to provide the patches/updates, which are not available on site or not downloadable from the site for any technical reason.

3. Bidders' Eligibility Criteria:

Only those vendors who fulfill the following pre-qualification criteria are eligible to Bid.

1. The bidder should be a government organization/ Public sector unit/ Partnership firm / Limited Company/ Private Limited Company having its Registered Office in India. Relevant documents of the same are to be submitted.
2. The Company should be in existence for a minimum period of five years and should be in the Microsoft related business for the last three years. Proofs needs to be submitted.
3. The bidder submitting the offers should be a registered company having a turnover of Rs.20 crores per year in the last three financial years (2015-16 to 2017-18).
4. The net worth of the company shall not be less than Rs.2 crore for the last three years.
5. The Company shall be earning profits for the last three financial years. A copy of the last three financial years relevant audited balance sheet to be submitted. (Provide figures in Crores & Enclose audited Balance Sheets).
6. The bidder should have a process driven support system with ITIL/ITSM project managers at the Back-End.
7. The bidder should submit self-declaration along with technical bid stating that they are not blacklisted by any Government departments/PSU/PSE or Banks at the time of bid submission.
8. The bidder should be a Certified Large Account Reseller (LAR) of Microsoft and are duly Authorized to supply Microsoft products under Enterprise Agreement of Microsoft. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid.

4. Single stage two envelop bidding:

The offer shall be submitted in sealed cover for all the products offered. The Covers should be super scribed with the headings "**Technical offer for Supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise / Select Agreement** " for Technical Bid documents and "**Indicative Commercial offer for Supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement**" for Commercial Bid documents, whenever submitted.



The envelope containing **Technical Offer** should include only Company Profile (as per enclosed format) Relevant Technical Bid Form and **Standard** Printed Technical Literature/Brochure about the Product, Quality certifications for the Products and documents supporting above eligible requirements etc., for the bid.

The envelope containing **Indicative Commercial Offer, whenever called for**, should include only the Indicative commercial quote for the product offered as per the format enclosed and any other formats called for. **Please note that no other information other than the price & other information called for should be furnished along with this offer.**

The sealed covers containing the **Technical and Indicative Commercial** offers shall in turn be put in a sealed outer envelope to be super scribed "**Technical and Indicative commercial offers for Supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise / Select Agreement**".

5. Bid Process :

For the purpose of selection of the final vendor, a two-stage bidding process will be followed. The response to the present tender is to be submitted in two parts, i.e. the Technical Bid and the Commercials through reverse auction.

The 'Technical Bid' will contain the exhaustive and comprehensive details of approach, methodologies to be followed, assertions, documents and any other collateral the Bidder would want to submit to the Bank. The 'Technical Bid' should also include fully filled Annexure I to VIII of RFP document.

The Bank intends to finalize L1 vendor, through a reverse auction process from the Technically Empaneled Vendors whenever required duly furnishing the quantity of procurement by the bank or on completing the procurement of projected quantity

Technical Evaluation:

In the first stage, only the 'Technical Bids' will be opened and evaluated. Those Bidders satisfying the technical requirements of the solution, as determined by Andhra Bank and as per the requirements/specifications and the terms and conditions of this document, shall be shortlisted.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The vendor has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right if required to call for a presentation on the features etc., from the short-listed Bidders based on the technical bids submitted by them to make an evaluation.

Commercial Evaluation:

- ✓ The commercial bidding process will be through e-procurement reverse auction process. The bidders who are Technically Empaneled can participate in the online reverse auction.
- ✓ The envelope containing Indicative Commercial Offer, should include only the indicative commercial quote for the product offered as per the format enclosed. Please note that no other information other than the price & other information called for should be furnished.



- ✓ The time and date of reverse auction, along with the details of the service provider conducting the reverse auction will be informed to technically empaneled vendors through e-mail.
- ✓ The Technically Qualified bidder with the lowest Commercial Bid after reverse auction and scrutiny would be declared as L1.
- ✓ Successful bidder has to submit the detailed price bid confirming to the TCO finalized in the reverse auction process as per the format of indicative commercial bid submitted, within 2 days after the reverse auction is completed.

The bidder whose price bid is accepted will be referred to as "Selected Bidder" and the bank will notify the name of the Selected Bidder. Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

Preference to MSME: Bank will procure a minimum of 20 % of overall quantity from MSMEs as per the direction of Ministry for MSME.

The participating Micro and Small Enterprises (MSME) quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.

In case of more than one such Micro and Small Enterprise participate in the tender, the supply shall be shared proportionately within the 20% quantity.

6. RFP Fees:

The Bidder is required to submit a Demand Draft amounting to Rs.25,000/- in favor of Andhra Bank payable at Hyderabad along with the bid. This is to be submitted in a separate envelope along with the Bid response. This amount is not refundable.

RFP Fee is exempted for the Bidders having the NSIC Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission.

7. Earnest Money Deposit (EMD):

The Bidder is required to deposit a sum of Rs.30,00,000/-, (Rupees Thirty Lakhs only) in the form of a Bank guarantee in favor of 'Andhra Bank' payable at Hyderabad as Earnest Money Deposit. The bidder may however submit a Bank Guarantee for 180 days issued by a Scheduled Commercial. The format of Bank Guarantee is provided in the ANNEXURE-IX.

This is to be submitted in a separate envelope along with the Bid response

No interest will be paid on the EMD.

EMDs / Bank Guarantees furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

EMD is exempted for the Bidders having the NSIC Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission.



The EMD made by the bidder will be forfeited if:

- the bidder withdraws his bid before opening of the bids.
- the bidder withdraws his bid after opening of the bids but before acceptance of “Letter of Intent” or “Purchase Order”.
- the selected bidder withdraws his bid / proposal before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- the bidder violates any of the provisions of the terms and conditions of the RFP in the process of evaluation and up to submission of Performance Bank Guarantee.
- the bidder does not login to the online Reverse Auction portal on the scheduled date and time.

Failure to accept the order by the Selected Bidder within seven days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of Bank. However Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

8. General Terms of Bid submission:

Please note the following points while submitting your offers.

1. The offers shall be made strictly as per the formats enclosed.
2. The Bidder shall bear all the costs associated with the preparation of the documents, submission of its bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.
4. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder. In which case the person or persons signing the bid shall initial such corrections.
5. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
6. The Bidder is expected to examine the details given in the technical bids and provide compliances, duly providing correct configurations for which the tender is called for. If any inconsistency is observed by the bidder, the same shall be mentioned against each of such item observed and provide the offer made by them.
7. At any time prior to the deadline for submission of bids, the Bank may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. All such amendments will be notified on bank website and will be binding on all the bidders. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the dead line for submission of bids.
8. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid



to the time the Contract is awarded. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

9. Bidders have to quote in Indian Rupees only and bids in currencies other than INR would not be considered.
10. All costs should be inclusive of all insurance, taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to Bank.
11. Any additional expenses incurred by the Bidder due to increase in taxation, duties, and levies due to change in Government policies, the same shall be reimbursed to the Bidder on production of satisfactory proof. Similarly any decrease in taxation, duties, charges etc., is to be passed on to the Bank.
12. The prices quoted by the Bidders should be inclusive of all costs and Taxes, GST, Levies, Cess, Insurance, etc. Octroi and entry taxes payable extra on production of original receipts.
13. Terms of payment shall be as per the Bank's standard payment terms given under Payment Terms. All payments will be made by "Department of Information Technology, Head Office, Cyber Gateway, Hitech City, Hyderabad" on production of relevant invoices and documents etc.
14. Bidders are not permitted to submit more than one bid.
15. Bids sealed in accordance with the Instructions to Bidders should be delivered as mentioned in the Bid schedule. Bids may be sent by registered post or can be handed directly to the Bank, so as to be received at the address given above in the tender schedule.
16. Receipt of the bids shall be closed as mentioned in bid schedule. Bids received after the scheduled time will not be accepted by the Bank under any circumstances.
17. The technical bids will be opened as mentioned in bid schedule.
18. Bank will not be responsible for any delay due to postal service or any other means.
19. The Bidders or their authorized representatives shall be present at the time of the opening of the technical bid. Only one person per Bidder will be allowed to be present at the time of the opening the technical bids. No bid shall be rejected at bid opening, except for late bids and those that do not conform to bidding terms.

9. Price Composition:

The empaneled bidder should comply with the following terms & conditions with respect to the Commercial Bids enclosed/ as and when called for and note:

(a) The pricing structure should be furnished strictly as per our format and price quoted should be only in Indian rupees.

(b) The quoted price should be **all-inclusive price** (i.e., including Technical Service Charges, if any, Excise Duty, GST, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation and warranty period charges. The total price shall also include Technical/User Manuals



and shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations. No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax will be reimbursed as per actual, subject to production of original receipts and other relevant documents. **(The quoted price should clearly indicate the Base Price (A) + Taxes, Service taxes, other charges component, separately(B).)**

10. Payment Terms:

Bank's Standard payment terms are only applicable.

The payment terms are as follows:

- a) For Software Assurance : After signing & Executing the Enterprise agreement, every year 100% Payment will be made on submission of the relative invoices etc.
- b) Fresh license / Subscription: 100% cost after the delivery of the license and media if any.
- c) Premier support : Quarterly in arrears.

No advance will be paid against the Purchase Order. Bank will not consider any other payment terms even if it is mentioned in the offer letter.

11. Procedure for claiming payments

The Selected Bidder's requests for payment shall be made to the Bank in writing accompanied by Original Invoice detailing the Services offered, Sign off document from the bank along with attendance sheet, date of commencement of the service etc. The invoice should be raised proactively deducting applicable penalty if any.

The payments shall be made within 30 days of valid claims that are supported by invoice, acceptance and upon fulfilment of other conditions stipulated in the contract. The invoices and other documents are to be duly authenticated by selected bidder. The payment is subject to deduction of TDS and Liquidated Damages wherever applicable.

On receiving each payment, the selected bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released centrally from DIT, Cyber Gateway, Madhapur, Hyderabad.

12. Period of validity:

The prices quoted shall be valid for a minimum period of 180 Days from the last date for submission of offers.

13. Service Level Agreement (SLA)

Penal Charges would be levied at 0.50% of the Contract Value per week of delay in delivery of the deliverables as per the scope mentioned in the RFP subject to a maximum of 10% of the Contract Value.



14. Disqualification of the bidder or empanelled vendor:

No columns of the tender should be left blank. Offers with insufficient information and Offers, which do not strictly comply with the stipulations given above, are liable to be rejected.

Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason thereof whatsoever.

The Bank will not be obliged to meet and have discussions with any bidder and /or to entertain any representations in this regard.

15. Other Terms & Conditions:

This Request For Proposal (RFP) document is the property of the Bank and this cannot be copied or used in any other manner except for the purpose of responding to this tender notice or without written permission from the Bank. All the documents submitted along with bids shall also become the property of the Bank and retained by the Bank unless otherwise specifically mentioned.

The Bidder should mention whether he is having any contractual obligation presently with the Bank, its status and any conflict of interest has arisen in such contractual obligation.

The implementation methodology and business processes in the implementation of the Project will form the property of the Bank except for those for which Intellectual Property Rights are already established.

Selected Bidder has to undertake not to hire, solicit, or accept solicitation for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case by case basis.

Besides penal provisions, Bank reserves the right to terminate the contract, if the work is not progressing according to the agreed project plans and when the delay is attributable to the Bidder either directly or indirectly due to the failure of Proper Project Management.

16. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

17. Confidentiality:



The RFP document contains confidential information proprietary to the Bank. The Bank is bound by an agreement of confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors.

The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and/or for any breach of confidentiality.

The information referred to shall include but not restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to.

The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank. Any reproduction of this RFP by Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

18. Indemnification:

The Bidder shall, at their own cost and expenses, defend and indemnify the Bank against all third party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

The Bidder shall also be liable to indemnify the Bank, at its own cost and expenses, against all losses/damages, which the Bank may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

The bidder shall indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to bidder. The total liability of the selected bidder under the Contract shall not exceed the total cost of the Project for Non-IPR related issues. In case of IPR related issues, the liability shall be unlimited.

19. Resolution of disputes:

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the Courts in the Hyderabad Urban District and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.

20. Notification of Award:

The acceptance of a bid will be communicated in writing at the address supplied by the Bidder in the bid response. Any change of address of the Bidder, should therefore be promptly notified to the Deputy General Manager, Department of Information Technology, Andhra Bank, 3rd Floor, D-Block, Cyber Gateway, Hitec City, Hyderabad.



The selected bidder has to acknowledge / accept "Letter of Intent" / "Purchase Order" as stipulated in such communication and have to execute an Agreement covering all contractual terms and other conditions stipulated in this RFP. The Agreement shall also contain provisions for Force Majeure etc. as deemed necessary.

21. Termination:

The Bank shall have the option to terminate the contract any time during the contract period by giving one month notice to the successful bidder in the following circumstances:

- Successful Bidder fails to implement the project as per the requirements and commits a breach of any terms and conditions of the bid. In such eventuality, Successful Bidder will refund to the Bank any advance received in respect of licenses/services.
- The successful bidder goes in to liquidation/insolvency voluntarily or otherwise.
- In the eventuality of termination of contract, the Bank shall have the right to avail the services of any other person for the purpose without any let or hindrance from successful Bidder.
- In the eventuality of termination of contract, besides claiming refund of amount as above, Bank shall have a right to claim liquidated damages as decided by arbitrator.

The successful bidder shall not have any right to cancel the contract during the tenure of the contract.

Notwithstanding the existence of contractual relationship with the selected vendor due to termination or otherwise, Bank's right to use Microsoft licensed products and services under Enterprise / Select Agreement continues and Bank reserves the right to enter into agreement / deal with any other authorized Large Account Reseller or partner of Microsoft.

22. Rights of the Bank:

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 placing the order without assigning any reasons whatsoever.

The bank reserves the right to re-tender. 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. The bank reserves the right to modify any technical requirements specifications within the overall scope of the RFP.

The bank reserves the right to release order, part order or more than one order within the overall contract.

The bank reserves the right to modify the bill of material at any point of time before opening of the commercial bid. The Bank reserves the right to alter the number of locations specified in the tender, and to delete/substitute items from the ones specified in tender. The Bank also reserves the right to spread the total order over different phases. Bank may also place order for various services in addition to the quantities mentioned in this tender at the same terms and conditions including the cost agreed upon.

This RFP for all intents and purposes is final. However, Bank reserves the right to bring about any changes in requirements within the overall scope and the same will be communicated to the Bidder(s) well before time so as to allow the Bidder(s) to prepare and submit their response.

The Bank reserves the right to call for presentation/demonstration for any or all bids.



23. Defect liability:

In case the service offered is not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein the selected bidder shall forthwith replace/provide such service at no extra cost to the bank without prejudice to the other remedies as may be available to the bank under the contract.

24. Notices:

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by registered post, or by e-mail, provided that where such notice is sent by e-mail, a confirmation copy shall be sent by registered post within ten days of the transmission by e-mail, to the address of the receiving party by the other in writing, provided such change of address has been notified at least fifteen days prior to the date on which such notice has been given under the terms of the contract.

Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post, then on the expiration of seven days from the date of posting; and if transmitted by e-mail, then on the next business date after the date of transmission.

25. Sensitive information:

Any confidential business related or sensitive information which the selected bidder comes across during the implementation of the project shall not be divulged/disclosed to anyone without the prior consent of the bank. If the information is so divulged, that may cause loss to the Bank, the Bank will have the right to invoke the performance guarantee with or without any notice to the Bidder.

26. Taxes and Duties:

The price quoted shall be inclusive of all taxes and duties. However, all taxes and duties as applicable shall be indicated separately in the commercial bid. However, the prices, Taxes and duties etc, quoted shall be taken into account for the purpose of arriving at L1.

Any increase in Taxes/Duties at actuals shall be paid by the bank on production of proof by the bidder. Any decrease in Taxes and duties etc shall be passed on to the bank by the selected bidder.

27. Confidentiality of the Document

This document is meant for the exclusive purpose of bidding as per the specifications, terms and conditions and scope indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

28. Bidders Liability

The bidders aggregate liability in connection with obligations, including breach of confidentiality obligations, undertaken as a part of the contract shall be at actuals. The bidders liability in case of third party claims against the Bank resulting from Willful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.



29. Integrity Pact:

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the "Integrity Pact", as per Annexure X on a non-judicial stamp paper of ₹200/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact is changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The signed Integrity Pact should be enclosed with the technical offer of the bid only. Bids received without the signed Integrity Pact and/or without details filled in shall be rejected.

30. Performance bank Guarantee:

The L1 bidder has to submit 10% of TCO as performance bank guarantee (PBG) while claiming the first payment. And the PBG should be valid for the period of 3 years from the date of starting of contract.

31. Important Points:

The Bid shall be submitted with following documents in the same sequence without which the tender will be summarily rejected. **All the pages in the respective bids should be serially numbered and signed by the authorized person.**

(Jude George)
Asst. General Manager

Encl: Technical Bid Form – Annexure I to VIII
Commercial Bid Form-I to II
EMD format Annexure –IX.
Pre Contract Integrity pact Annexure-X



ANNEXURE -I

FORMAT UNDERTAKING LETTER ON THE LETTER HEAD OF THE BIDDER.

Offer Ref. No.

Place:

Date:

To
Asst. General Manager
Andhra Bank ; Department of Information
Technology, 3rd Floor, "D" Block, Wing-1,
Cyber Gateway
HITECH City, Madhapur, Hyderabad - 500 081

Dear Sir,

Your Tender Reference No:

Dated:

Having examined the tender document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer for supply, Installation, Up gradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement 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 supply, installation, upgradation & maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement on receipt of your Notification of Award / Letter of Intent/P.O.

We also confirm that the offer shall remain for 180 days from the date of opening of the offer by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

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

Yours faithfully,

(Authorised Signatory)

(in the Capacity of:)

Duly authorized to sign the offer for and on behalf of the company. (Name, Designation, Address with Company Seal)



ANNEXURE – II

(This format has to be issued by Microsoft on their Letter Head duly signed by authorized signatory/ies)

Place:

To

Date:

Asst. General Manager
Andhra Bank,
Department of Information Technology,
3rd floor, D-Block
Cyber Gateway, Hitec city
Madhapur, HYDERABAD 500 081.

Dear Sir,

We hereby certify that M/s (Name & Address) is a certified Large Account Reseller (L A R) of Microsoft for Supply, installation, Maintenance and commissioning of Microsoft Licenses / products of our company for the last (Specify) Years. Further, we certify that the LAR agreement with M/S is in force and is valid up to (Specify Period).

Further, we hereby certify that M/S is authorised to participate in the tender process for supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement. We undertake to honor the terms & conditions as per the tender documents independent of continuation of the channel partnership / authorised dealership arrangement with M/S either directly or through any of our channel partners/ authorised dealers.

Further, we confirm that the undersigned is authorised to issue this letter.

Yours Faithfully,

(Name, Designation, Address,
Phone Number of the Authorised Signatory with Company Seal)



ANNEXURE – III

Company Profile

1. Name of the Company:
2. Address of Registered Office / Head Office:
3. Phone Number (with STD Code)
4. Fax Number
5. E-mail id
6. Constitution (Public Ltd Co., / Pvt Ltd Co./ Partnership/ Proprietary Concern etc)
7. Date of Establishment:
8. Name of Chief Executive:
9. Name of Local Contact Person and Phone No at Hyderabad:
10. Location of Factory, if applicable:
11. Line of Activity:
12. Date from which the product offered in the tender are marketed:
13. Products Developed / Serviced (Attach product literature)
14. Details of Quality Certifications Obtained for the Company & its Products, such as ISO-9001:2000 etc. (attach Xerox copies).
15. Total Number of Employees:

Date:

Signature of Authorized Official with Seal



ANNEXURE - IV

Statement of pre-qualification Criteria:

Sl. No	Pre-qualification Criteria	Compliance
1	The bidder should be a government organization/ Public sector unit/ Partnership firm / Limited Company/ Private Limited Company having its Registered Office in India. Relevant documents of the same are to be submitted. Suitable document substantiating the same needs to be submitted.	
2	The Company should be in existence for a minimum period of five years and should be in the Microsoft related business for the last three years. Suitable document substantiating the same needs to be submitted.	
3	The bidder submitting the offers should be a registered company having a turn over of Rs.20 crores per year in the last three financial years (2015-16 to 2017-18) in IT related business. (Provide figures in Crores & Enclose audited Balance Sheets) 2015 - 2016 2016 - 2017 2017 - 2018	
4	The net worth of the company shall not be less than Rs.2 crore for the last three years (Provide figures in Crores & Enclose audited Balance Sheets) 2015 - 2016 2016 - 2017 2017 - 2018	
5	The Company shall be earning profits for the last three financial years. A copy of the last three financial Years relevant audited balance sheet to be submitted. (Provide figures in Crores & Enclose audited Balance Sheets) 2015 - 2016 2016 - 2017 2017 - 2018	
6	The bidder should have a process driven support system with ITIL/ITSM project managers at the Back-End.	
7	The bidder should submit self-declaration along with technical bid stating that they are not blacklisted by any Government departments/PSU/PSE or Banks at the time of bid submission. Enclose self-declaration document.	
8	The bidder should be a Certified Large Account Reseller (LAR) of Microsoft and are duly authorized to supply Microsoft products under Enterprise Agreement of Microsoft. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid.	

Date:

Signature of Authorised Official with Seal



ANNEXURE – V

Particulars of Company's own Offices / Service Centers.

Number of Offices: Within Telangana / Andhra Pradesh:
Rest of India:
Total Number of Offices:

Number of Service Centers: Within Telangana / Andhra Pradesh:
Rest of India:
Total Number of Offices:

Please furnish information about Regional/ Branch Offices/ Service centers in the following format separately for Offices & Service Centers.

City / State	Address	Name of Person In-charge and Phone No	No. Of Certified Support Engineers & their qualifications	Whether adequate trained Manpower, knowledge base & stock of spares available for support

Date:

Signature of Authorized Official with Seal



ANNEXURE – VI

Particulars of Support Centers Managed by Third Parties / Franchisee

Number of Offices: Within Telangana / Andhra Pradesh:

Rest of India

Total Number of Offices

City / State	Name and Address of the service provider	Name of Person In-charge and Phone No	No. Of Trained Service Engineers	Whether adequate trained Manpower, knowledge base and stock of spares maintained

Date:

Signature of Authorized Official with Seal



ANNEXURE – VII

List of public/ private sector banks/ public sector organizations / government undertakings and related references to whom Microsoft Enterprise agreement is executed

Name of the Bank & contact details	Details of Project

Date:

Signature of Authorized Official with Seal



ANNEXURE – VIII

Financial Position (Enclose copy of Audited statements)

(In Rs in Crores)

	2015-16	2016-17	2017-18
Audited (A) / Provisional (P)	(A)	(A)	(A/P)
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Please fill all the above columns (do not leave any column blank) & attach annual reports / duly audited financial statements at least for the latest two financial years.

Date:

Signature of Authorised Official with Seal



FORM-I

COMMERCIAL BID

To:
Andhra Bank ,
DIT, HO
Hyderabad.

Date :

Dear Sir,

Reg: Supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise / Select Agreement

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement, in conformity with the said Bidding documents for the sum of (Rs.) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply, Installation, Upgradation & Maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise Agreement as specified in the Schedule of Requirements / purchase orders issued from time to time.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed percent of the each of Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2018.

(Authorised Signatory)
(Name, Designation, seal of the company)
Duly authorized to sign Bid for and on behalf of the company



FORM-II

COMMERCIAL BID

Commercial offer for supply, installation, upgradation & maintenance of Microsoft Software Licenses and Maintenance of existing licenses under Enterprise / Select Agreement.

Name of the vendor:

(Amount in INR only)

Sl No	Product		License Type	Qty	Year 1 Total Price excluding Taxes	Year 1 Total Price including Taxes	Year 2 Total Price excluding Taxes	Year 2 Total Price including Taxes	Year 3 Total Price excluding Taxes	Year 3 Total Price including Taxes	Total	Tax %
				(A)	(B)	(C)	(D)	(E)	(F)	(G)	H = C + E + G	
ENTERPRISE AGREEMENT												
1	Core CAL	W06-00021	SA	4244								
2	CISSteDCCore ALNG SA MVL 16Lic CoreLic	FUD-00938	SA	1								
3	Exchg Svr Ent	395-02504	SA	7								
5	WinSvrDCCore ALNG SA MVL 16Lic CoreLic	P71-07282	SA	1								
6	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic	P73-05898	SA	285								
7	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	7JQ-00343	SA	22								
8	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	SA	58								
9	Premier Support of 150 hours		XX	1								
	Total 1 to 9 (X)		XX	XX	XX	XX	XX	XX	XX	XX		XX



ENTERPRISE AGREEMENT (True Up)											
Enterprise Products											
10	Core CAL	W06-00022	L+SA	1							
11	Office Std*	021-05331	L+SA	1							
12	Office365 Pro Plus*	3JJ-00003	Subs for 12 mont hs	1							
13	Office 365 E1*	T6A-00024	Subs for 12 mont hs	1							
14	ExchgOnlnPlan 1 ShrdSvr ALNG SubsVL MVL PerUsr	TRA-00047	Subs for 12 mont hs	400							
15	CIS Datacenter 2 Proc	FUD-00936	L+SA	1							
16	Exchg Svr Ent	395-02412	L+SA	1							
17	Sharepoint Svr*	H04-00232	L+SA	1							
18	Win Svr Std 2 Proc	P73-05897	L+SA	1							
19	SQL Svr Ent 2 Core (SQL Svr Ent 1 Proc)	7JQ-00341	L+SA	1							
20	SQL Svr Std 2 Core (SQL Svr Std 1 Proc)	7NQ-00302	L+SA	1							
21	O365E1AddOn ShrdSvr ALNG SubsVL MVL AddOn todeviceCoreCAL	6U6-00002		300							
SELECT AGREEMENT											
22	WinSvrCAL SNGL LicSAPk MVL DvcCAL	R18-00129	L+SA	2000							
23	WinSvrCAL SNGL SA MVL DvcCAL	R18-00085	SA	11725							
24	Exchg Svr Ent CAL	PGI-0074	L	1							



Total 10 to 24 (Y)	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
TCO (Z=X+Y)	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX

* Optional items, Bank may procure the same at its discretion.

Further quantity mentioned above may vary based on the true for the current year.

Other Terms & Conditions:

1. The prices quoted will be valid for a minimum period of **180 days from the last date for submission of offers.**
2. Item numbers 10 to 21 will be procured through true up based on the actual requirement of the bank. However, cost of all these items will be included for arriving at the TCO.
3. For the existing Licenses Software Assurance (SA) for three years is to be quoted. For additional Licenses L + SA for three years is to be quoted.
4. Price quoted should be all inclusive and valid for all the three years of Enterprise Agreement.
5. In case of arithmetic inaccuracy of column H is observed, then the values of column C, E & G will be added to arrive at H.

Date:

Signature with Official seal



ANNEXURE -IX
Format of Bank Guarantee (for EMD)

To
Andhra Bank
Dept. of Information Technology,
Block-D, III Floor,
Cyber Gateway, Madhapur
Hyderabad.

Dear Sirs,

In response to your invitation to respond to your RFP reference No. _____, addressed to _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and other associated Bidders and submit the proposal for supply, installation, upgradation & Maintenance of Microsoft software Licenses and maintenance of existing licenses under enterprise Agreement as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. _____ Lakhs (Rupees _____ only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

- 1) If the Bidder withdraws his proposal during the period of the proposal validity; or
- 2) If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to Andhra Bank the said amount of Rupees _____ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Andhra Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs. _____ Lakhs (Rupees _____ only).
- 2) This Bank guarantee will be valid up to _____; and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature of the Bank's authorized Officer.



ANNEXURE -X

PRE CONTRACT INTEGRITY PACT

Between
Andhra Bank hereinafter referred to as **“The Principal”**,
and
.....hereinafter referred to as **“The Bidder/ Contractor”**
Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidders(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measure necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bider(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally



entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, and subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on the Indian Agents of the foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees Only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7).
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediates in connection with the award of the contract.
 - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banking of business dealings". Copy of the "Guidelines on Banking of business dealings" is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.



- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned the “Guidelines on Banking of business dealings”.

Section 6- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Subcontractor.
- (2) The principal will enter into the agreement s with identical conditions as this one with all Bidders and contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent external Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instruction by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It will be obligatory for him / her to treat the information and documents of the Bidder / Contractors as confidential. He / She reports to the MD & Chief Executive Officer, Andhra Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.



- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Andhra Bank and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Andhra Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO of Andhra Bank, a substantiated suspicion of an offence under relevant IPC / PC Act, and the competent authority of Andhra Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the MD & CEO, Andhra Bank.

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On the behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address) _____

Witness 2 :
(Name & Address) _____



IEMs (Independent External Monitor)

The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Sri G Rajeswara Rao Email: grajeswararao@gmail.com	Sri P V Rao Email: pasupuletirao@yahoo.co.in
---	---

Date:

Signature of the Bidder



Annexure VII

Business Rules and Terms & Conditions of Reverse Auction

Reverse Auction event will be carried out among the Technically Empanelled bidders, for providing opportunity to the bidders to quote the price dynamically for the procurement for which this RFP is floated.

Applicability:

Reverse Auction is carried out under the framework of rules that are called Business Rules.

All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed Annexure-RA-1 enclosed as annexure.

Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

Eligibility of Bidders to participate in Reverse Auction:

Bidders, who are technically empanelled and accept the Business Rules, Terms & conditions of Reversion Auction, and submit the undertakings as per Annexure-RA-1, can only participate in Reverse Auction process. Bidders not submitting the above undertaking or submitting with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.

Compliance/Confirmation from the Vendor:

The bidder participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:

- a) Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-RA-1.
- b) Agreement between service provider and vendor (This format will be given by the service provider prior to announcement of Reverse Auction.)
- c) Letter of authority authorising the name/s of official/s to take part in Reverse Auction as per format Annexure-RA-2.

Training

The Bank will facilitate training for participation in Reverse Auction either on its own or through the Service Provider for the Reverse Auction.

Where necessary, the Bank/Service provider may also conduct a 'mock reverse auction' to familiarize the bidders with the Reverse Auction process.

Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance at a later date.

Total Cost of Ownership (TCO)

Total Cost of Ownership (TCO) refers to the aggregate amounts payable by the Bank for transfer of ownership.

TCO shall encompass but not limited to the following:

- a) Cost of the equipment/product or services
- b) License fee (Corporate or user specific as defined in the RFP) including Operating System/Database/Application licenses.
- c) All existing taxes (including sales tax/VAT, service tax etc), duties and levies.
- d) Installation and commissioning charges, if any
- e) The prices should include the comprehensive onsite warranty maintenance of equipment covering all components, services and visits to the concerned offices as specified in the RFP.



- f) Annual Maintenance Charges for the period specified in the RFP.
- g) Transportation and Forwarding charges to respective sites.
- h) Training costs for the product/service/equipment if and as defined in the RFP.
- i) Service Level Agreement (SLA) costs as defined in the RFP for applicable period.
- j) Facility Management/infrastructure support costs as defines in the RFP.
- k) Insurance to cover the equipment for and from transit period till installation.

The TCO shall be arrived at after deducting 'buy back' costs involved and if/as defined in the RFP.

TCO, however, shall not include variables of octroi and entry tax. These shall be paid as per actual on production of receipts. However, no penalties in respect of octroi or entry tax shall be paid by the Bank and the bidder shall bear such expenses.

Date/Time for Training

The Venue, Date, Time etc for training in Reverse Auction shall be advised at the appropriate time.

The Bank shall endeavor to fix such Date/Time at mutual convenience to the bidder/s, Service Provider and the Bank.

No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either Reverse Auction or the whole process of selection of Vendor.

Date/Time of Reverse Auction

The Date and Time of commencement of Reverse Auction as also the Duration of 'Reverse Auction Time' shall be communicated at least 7 working days prior to such auction date.

Any force majeure or other conditions leading to postponement of auction shall entitle the bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

Conduct of Reverse Auction

The Reverse Auction shall be conducted on a specific web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a Service Provider specifically identified/appointed/empanelled by the Bank.

Service Provider's Role & Responsibilities

In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the Service provider hosting the web portal for the Reverse Auction.

For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each bidder as per the format designed by the Service Provider for this purpose. The Bank shall resolve any points/issues concerning such agreement of the bidders and Service Provider.

While a Service Level Agreement (SLA) by the Bank with the Service Provider is an agreement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to the bidders for fair and transparent conduct of Reverse Auction.



The Service Provider at the end of each reverse Auction shall provide the Bank with all details of the bids and the reports of Reverse Auction.

The Service Provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

Training and Auction

Service Provider/auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the Reverse Auction and bidding process.

Each bidder shall participate in the training at his/their own cost.

Wherever it is considered necessary and asked by the bidders or as decided by the Service provider/auctioneer or by the Bank, a mock auction may also be conducted for the benefit of all concerned.

Authorized representatives of the bidders named in the authorization letter given by the bidders (Annexure-RA-2) shall be given unique user name and password by the Service Provider/auctioneer.

Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

All the bids made from the log-in ID given to the bidders shall ipso-facto be considered bid made by the bidder to whom log-in ID and password were assigned by the Service Provider/auctioneer.

Any bid once made through the registered log-in ID/password by the bidder cannot be cancelled. The bidder, in other words, is bound to sell the 'Offering' as per the RFP at the bid price of TCO.

Every successive bid by the bidder being decrement bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

The Bank shall conduct the Reverse Auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a 'TIE' in bids.

Proxy Bid

A proxy bid is one where the bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him in participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

When proxy bid is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in the bidding process.

Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

During the training, the issue of proxy bidding will be clarified in detail by the Service Provider/auctioneer.

Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

Masking of Names

Name of bidders shall be anonymously masked in the Reverse Auction process and the bidders will be given suitable dummy names.

After completion of Reverse Auction, the Service Provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of bidders as also the L1 bidder with his/their original names.



Start Price

Banks shall determine the start price either on its own or through the indicative commercial bid. Based on the price band so informed by the vendors, Bank would determine the start price for Reverse Auction.

Decremental Bid Value

The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The bid decrement value shall be Rs. 5000/- or 0.25% of the start price of the Reverse Auction, whichever is higher.

The bid decrement value shall be rounded off to the nearest thousands of rupees.

For the sake of convenience of the bidders, the web portal shall display the next possible decrement value of the bid. It is not, however, obligatory on the part of the bidders to bid at the next immediate lower level only. That is, bids can be even at 2 or 3 levels lower than the immediate lower level.

Copy of Business Rules

The Bank shall supply copy of the Business Rules to any bidder wishing to participate in the Reverse Auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of Reverse Auction process will alone be considered as final and binding.

Reverse Auction Process

In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder.

The Bank shall however, be entitled to cancel the procurement through Reverse Auction process, if in its view procurement through Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

Expenditure on Reverse Auction

All expenses of Reverse Auction shall be borne by the Bank.

The bidders, however, shall attend the training or mock auction at their own cost.

Change in Business Rules

Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a committee of Senior / Top executives of the Bank.

Any / all changes made in Business Rules shall be uploaded in the Bank's website immediately.

If any Reverse Auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

Don'ts Applicable to the Bidders

No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice of the Bank, the Bank shall disqualify the bidder/bidders concerned from the Reverse Auction process.



Bidder shall not disclose details of his bids or any other details concerning the Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

Neither Bank nor Service Provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure etc. Bank shall, however, entertain any such interruptions, problems with an open mind and fair degree of transparency in the process before deciding to stop or extend the auction.

Grievance Redressal

Any aggrieved bidder through Reverse Auction process can make a complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

The Chief Compliance Officer along with the members of the Grievance Redressal Committee shall give a personal hearing to the aggrieved bidder and decide upon the complaint/grievance.

Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on the bidders participating in the Reverse Auction.

Errors and Omissions

On any issue or area of material concern in respect of Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.



Annexure-RA-1 (to be submitted on company letter head by all Bidders participating in Reverse Auction)

To,
The General Manager
Andhra Bank
Dept. of Information Technology,
Andhra Bank, D Block, III Floor,
Cyber Gateway, Hitec City, Madhapur,
Hyderabad – 500081

Date :

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP ref no _____ dated _____ for implementation and maintenance of OCRM.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank in the RFP document including all annexures and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/ Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name :
Company/ Organization :
Designation within Company / Organization :
Address of Company / Organization:
Date:

Name of Authorized Representative:
Signature of Authorized Representative:

Verified above signature
Signature of Competent Authority:
Date:



Annexure-RA-2: Process Compliance Form

(The Bidders are required to print this on their company’s letter head and sign, stamp before submitting)

Letter of Authority for participation in Reverse Auction

To,
The General Manager
Andhra Bank
Dept. of Information Technology,
Andhra Bank, D Block, III Floor,
Cyber Gateway, Hitec City, Madhapur,
Hyderabad – 500081

Date :

1. We _____ (name of the company) have submitted our bid for participating in Bank’s RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name :
Company/ Organization :
Designation within Company / Organization :
Address of Company / Organization:
Date:

Name of Authorized Representative:
Signature of Authorized Representative:

Verified above signature
Signature of Competent Authority:
Date:

#####End of Document#####