

Corrigendum

Annexure 13

Scope of Work for Supply and Installation of Servers, Storage, OS and Switches

The broad categories of the activities that are to be carried out for "PROCUREMENT, SUPPLY, INSTALLATION AND SUPPORT OF SERVERS": to provide Server Hardware, Installation of Servers, and to provide After-Sales-Support required to maintain a healthy IT infrastructure.

PNB GILTS LTD invites proposals from competent and eligible bidders for the supply, installation, and support of servers at its Delhi and Mumbai locations. The procurement includes:

Four (4) servers, storage (1) and Switches (2) & Operating systems are to be delivered to the Head Office in Delhi, and three (3) servers, storage (1) and Switches (2) & Operating systems at the Disaster Recovery (DR) site in Mumbai."

The bidders are expected to fulfil the following requirements:

1. Supply & Installation

- Deliver and install the servers, storage and switch at the designated locations (Delhi and Mumbai).
- Perform rack mounting and RAID configuration as per the specifications provided by PNB GILTS LTD.

2. Software & OS Installation

- The bidder shall be responsible for supply, install and commission the required Server Operating System (OS) (Windows Server Standard Edition license) including virtualization features. The bidder shall also ensure the creation and configuration of VM's .
- The bidder needs to configure the hardware with N+1 architecture
- The bidder must install the OS, virtualization platform, and all necessary drivers. Drive mapping should be performed in accordance with the system requirements.
- The bidder shall configure the storage system, including RAID creation and volume mapping to the respective servers.
- The bidder is responsible for configuring the network switches as per the specifications and integration requirements.
- Integration of newly deployed servers/VM with existing Active Directory and migration of existing AD server (Approx. User - 60)

3. System Testing

Facilitate and perform post-installation **system testing** at both locations to ensure readiness and compliance with PNB GILTS LTD's operational requirements.

4. Backup & Recovery

Create and deliver a **first image backup** of each server, which must be usable for recovery in the event of a server crash.

5. Installation and Onsite/Offsite Support

- Bidder should be responsible to install, testing and make go-live the servers.
- Ensure resolution of any hardware or installation-related issues throughout the entire tenure of the contract.

6. Warranty Support of five years

- The selected bidder shall ensure the availability and replacement of all necessary parts and accessories required for the server configuration through the Original Equipment Manufacturer (OEM) during the warranty period.
- In case of hardware failure, the bidder's support engineer must visit the customer location within the defined support window, replace the faulty components, and restore the server to operational condition.

7. Issue Diagnosis & Resolution

- For any server-related issues, the primary troubleshooting method shall involve running diagnostic tools to identify the root cause.
- Upon identification of a hardware fault or raising of a trouble ticket, the support engineer must respond and reach the site within the stipulated support window.

8. Firmware Updates

- The bidder shall be responsible for arranging and performing firmware upgrades for the servers, if required, during the warranty period.

9. Help Desk Management

- The bidder shall maintain a centralized helpdesk system to log and manage all support calls and issues.
- Online access to all the issues/tickets should be maintained, enabling visibility of all logged tickets along with their current status.

Signature of the Authorized Person

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date Place

Annexure 15 Certificate of Local Content
(To be submitted on the letterhead of the Bidder)

To,
Head IT
PNB GILTS LTD,
5, Sansad Marg,
4th Floor, New Delhi- 110001

REG.: RFP FOR PROCUREMENT, SUPPLY AND INSTALLATION OF SERVERS, STORAGE, OS AND SWITCHES

Dear Sir,

We M/s. _____ having our registered office at _____, do hereby solemnly affirm and declare as under:

1. This is to certify that the proposed is having the local content of ____% as defined in the RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020, Revised Order dated 19.07.2024 and its amendments thereto
3. _____ (Details of Locations where value additions are made).
4. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Service Provider or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 16 - Performa for Integrity Pact
(To be submitted on the letterhead of the Bidder)

To,
Head IT
PNB GILTS LTD,
5, Sansad Marg,
4th Floor, New Delhi- 110001

Dear Sir/Madam(s),

Reg.: RFP FOR PROCUREMENT, SUPPLY AND INSTALLATION OF SERVERS, STORAGE, OS AND SWITCHES

I/We acknowledge that PNB GILTS LTD is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of the tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when the tender/bid is finally accepted by PNB GILTS LTD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PNB GILTS LTD shall have an unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully
(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of PNB GILTS LTD.

INTEGRITY AGREEMENT

(On Valid Stamp paper of appropriate value)

PNB Gilts Limited, a public limited company registered under the Companies Act, 1956 having its registered office at 5, Sansad Marg, New Delhi - 110001 (herein after referred to as 'PNB Gilts Ltd.' or 'PNB Gilts' or 'PNBG' or 'the Company') which expression shall, unless repugnant to the context, includes its successors and assigns.

AND

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the **Second part**.

Preamble

The PNB GILTS intends to award, under laid down organizational procedures, contract/s for..... The PNB GILTS Ltd. 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 Bidder(s) and/or Contractor(s). In order to achieve these goals, the PNB GILTS Ltd. 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 PNB GILTS Ltd.

1. The PNB GILTS Ltd. commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
2. No employee of the PNB GILTS Ltd., 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.
3. The PNB GILTS Ltd. will, during the tender process treat all Bidder(s) with equity and reason. The PNB GILTS Ltd. 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 details through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
4. The PNB GILTS Ltd. will exclude from the process all known prejudiced persons.
5. If the PNB GILTS Ltd. obtains information on the conduct of any of its employees that is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the PNB GILTS Ltd. will inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of the bid process/contract. 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 PNB GILTS Ltd.'s employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which they are 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, subsidiary contracts, submission or non-submission of bids, or any other actions that restrict competitiveness or introduce cartelization 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 proposal 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 the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of 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.

- 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 intermediaries 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 PNB GILTS Ltd. 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 Banning of business dealings”.

Section 4- Compensation for Damages

1. If the PNB GILTS Ltd. has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the PNB GILTS Ltd. is entitled to demand and recover the damages equivalent to the earnest Money Deposit/Bid Security.
2. If the PNB GILTS Ltd. has terminated the contract according to Section 3, or the PNB GILTS Ltd. is entitled to terminate the contract according to Section 3, the PNB GILTS Ltd. shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to the Performance PNB GILTS Ltd. Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in” Guidelines on Banning 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 for the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.
2. The PNB GILTS Ltd. will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The PNB GILTS Ltd. will disqualify from the tender process all the Bidders who do not sign this Pact or violate any of its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

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

Section 8- Independent External Monitor

1. The PNB GILTS Ltd. shall appoint a competent and credible Independent External for this Pact after approval by the 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 the agreement. The IEMs are not to be contacted for generic tender-related queries; queries may be directed to the PNB GILTS Ltd. Officials.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, PNB GILTS Ltd..
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all project documentation of the PNB GILTS Ltd., including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) 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 the Subcontractor.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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 the MD & CEO, PNB GILTS Ltd. and recuse himself/herself from that case.
5. The PNB GILTS Ltd. 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 PNB GILTS Ltd. and 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 PNB GILTS Ltd. 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, PNB GILTS Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD& CEO,PNB GILTS Ltd., a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB GILTS Ltd. 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 09- 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 the 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, PNB

GILTS Ltd.

Section 10- Other provisions

This agreement is subject to Indian Law Only. The place of performance and jurisdiction is the” Place of award of work”.

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
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 PNB GILTS Ltd.)
(Office Seal)

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

Place.....

Date.....

Witness 1:
(Complete Name & Address)

Witness 2:
(Complete Name & Address)

Annexure 17 – Undertaking from the Bidder
(To be submitted on the letterhead of the Bidder)

To
Head IT
PNB GILTS LTD,
5 Sansad Marg,
4th Floor, New Delhi – 110001

Sir
REG.: RFP FOR PROCUREMENT, SUPPLY AND INSTALLATION OF SERVERS, STORAGE, OS AND SWITCHES

We submit our Bid Documents herewith.

We M/s _____, a company incorporated under the Companies Act- 1956/
Companies Act-2013/ Partnership Bidder registered under LLP Act 2008 with its headquarters at,
_____ understand and confirm that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and PNB GILTS Ltd.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. You may accept or entrust the entire work to one Bidder or divide the work among more than one Bidder without assigning any reason or giving any explanation whatsoever.
5. **Terms & Conditions:** We hereby undertake and agree to abide by all the terms and conditions, including all annexures, corrigenda, etc., stipulated by the PNB GILTS Ltd. in this RFP. (Any deviation may result in the disqualification of our bid.)

We understand & agree that in the event of being successful in the bid and being empanelled, we shall comply with the terms & conditions of RFP in future and shall not attempt to get the same changed from PNB GILTS Ltd. later on in the process of empanelment, contract signing, and extension of contract and/or subsequent purchase order/s from PNB GILTS. Ltd. We understand and agree that such attempts and noncompliance with RFP terms may lead to cancellation of our agreement, and suitable penal action may be taken by PNB GILTS Ltd., including black- listing.

Scope of work and/or Technical Specifications: We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in the disqualification of our bid.)

RFP, Clarifications & subsequent Corrigendum/s, if Any: We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by PNB GILTS Ltd. and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the PNB GILTS Ltd. in this RFP. (Any deviation may result in the disqualification of our bid)

6. We do hereby undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the PNB GILTS Ltd. shall have no liability in this regard. We also agree and undertake that during the entire period of the RFP process

- and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by the appropriate Government on this behalf from time to time, as per the provisions of the Minimum Wages Act 1948 and other laws as applicable.
7. We hereby state that we comply with all the directions and clauses as stated in the said circulars:
 - a) RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services
 - b) RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance PracticesWe, along with the resources deployed by us and services provided by us, will also ensure compliance with all the clauses and directions of the aforesaid circular and any subsequent circular/guidelines on the same, throughout the period of the contract.
 8. We do hereby confirm that we and/or our subsidiaries/affiliates have not been engaged with PNB GILTS Ltd for any consultancy services related to the preparation or implementation of this project.
 9. We undertake to submit the confirmation of the last bid price and the price breakup as per the requirement of the PNB GILTS Ltd within 24 working hours of the completion of the Reverse Auction or Commercial Opening, as applicable.
 10. We also undertake to submit the Non-Disclosure Agreement as per Annexure specified in this RFP if we are selected as the successful vendor or whenever sought by the PNB GILTS Ltd.
 11. We, hereby also declare that we are the prime bidder and no consortium exists for the solution/ services to be offered.
 12. We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work, and we have in-house capability to take up the assignment on our own, but not through any associates.
 13. We further declare that no legal action is pending/ contemplated against us nor are we debarred by any legal jurisdiction in India/ or charged with any fraud or malfeasance, which may affect our ability to deliver as per the terms of the RFP or threatens the solvency of the firm/company
 14. We further declare that none of our directors is convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of floating of RFP. If the same comes to PNB GILTS Ltd notice at a later date, PNB GILTS Ltd will be free to revoke any contract entered into with the vendor at its discretion.
 15. We further declare that M/s _____ (Name of Bidder) is not owned or controlled by any Director/ Key Management Personnel as well as Relatives of Director/Key Management Personnel of PNB GILTS Ltd, both present and those who have retired in the last one year.
 16. We further declare that we have all necessary licenses, permissions, no objections, and Approvals as required under the law for carrying out our business. We have valid GST and other applicable taxes registration certificates/PAN etc.
 17. We further declare that none of our subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of PNB GILTS Ltd.
 18. We hereby undertake that the proposed hardware/software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.
 19. We also undertake that: -
 - (a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

- (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.
20. We also undertake to submit the Non-Disclosure Agreement as per Annexure 19 of this RFP if we are selected as the successful vendor, whenever sought by the PNB GILTS Ltd.
21. We also undertake that any modification of the content of any of the Annexure(s) may result in the disqualification of our Bid.
22. We further declare that we have been disqualified on account of indulging in unethical business practices, and a certificate to this effect is to be made available by the bidder from their existing clients/banks.
23. We further declare that there are no pending cases against us involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to PNB GILTS Ltd.
24. We further declare that we have not had any unsuccessful implementations (Contract termination) for non-performance in contract for RFP FOR PROCUREMENT, SUPPLY, INSTALLATION OF SERVERS AND STORAGE in any of the earlier contracts with any Bank/BFSI during the last 5 years.
25. We also undertake that any modification of the content of any of the Annexure(s) may result in the disqualification of our Bid.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Annexure 18 – NDA (Non-Disclosure Agreement)

(On Valid Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2025, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956 / Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008, having its Registered Office at _____ (herein after called 'Service Provider'), which expression shall, unless repugnant to the context, includes its successors and assigns as FIRST PART.

AND

PNB Gilts Limited, a public limited company registered under the Companies Act, 1956 having its registered office at 5, Sansad Marg, New Delhi - 110001 (herein after referred to as 'PNB Gilts Ltd.' or 'PNB Gilts' or 'PNBG' or 'the Company') which expression shall, unless repugnant to the context, includes its successors and assigns.

The Service Provider and PNB GILTS Ltd would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, and the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement is witnessed by: -

1) Proprietary Information:

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, before or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties' actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2) Confidential Information:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3) Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties’ respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

4) Non-Disclosure of Proprietary and Confidential Information:

For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5) Limit on Obligations:

The obligations of the Recipient specified in clause three above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6) Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

7) Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) PNB GILTS Ltd, Attn:_____

Attn:_____

1.....

2.....

M/s _____ Attn:_____

1.....

2. _____

8) Term:

The Agreement is valid from _____ to _____. Either party may terminate the Agreement by giving prior written notice of 30 days to the other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive even after termination of the agreement dated _____. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Non-Disclosure of Confidential Information) is perpetual in nature even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering the same.

9) Damages:

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of this Agreement shall be liable for the entire direct loss and damages on account of such disclosure..
- (c) Bidder agrees to indemnify the PNB GILTS Ltd against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10) Governing Laws and Dispute:

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. If the parties fail to appoint a sole arbitrator, the same will be appointed as per the terms of the Arbitration and Conciliation Act, 1996

The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi. The Sole arbitrator shall be appointed mutually by both parties.

VENDOR shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the PNB GILTS Ltd. or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi only.

11) Permitted Disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

12) Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

13) No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur/undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

14) No Assignment

This Agreement shall not be assigned by either party, or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

15) Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this Agreement will not be in any way affected or impaired by such a finding.

16) Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of nonenforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17) Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi only.

18) Indemnity

Service Provider shall indemnify PNB GILTS Ltd. from any and all claims, including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands become payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

19) Modification

Modification to any of the provisions of this Agreement shall be void unless it is in writing and duly executed by the Parties.

20) Remedies and Relief:-

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its costs, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including Advocate's fees.

21) Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

22) Miscellaneous

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

Authorized Signatory

Shri _____

Designation _____

For PNB GILTS Ltd.

Authorized Signatory

Shri _____

Designation _____

ANNEXURE 14 - Revised

Commercial Proposal Covering Letter Format -I (On Bidder's Letter Head)

To,
Head IT
PNB GILTS LTD,
5, Sansad Marg,
4th Floor, New Delhi- 110001

Dear Sir,

Sub: Commercial Proposal for RFP FOR PROCUREMENT, SUPPLY AND INSTALLATION OF SERVERS, STORAGE, OS AND SWITCHES

Having examined the Request For Proposal (RFP) Documents _____ dated _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services, as mentioned, in conformance with the scope of work of said RFP documents and as per the attached Commercial Proposal and hereby undertake that we accept all the terms and conditions of the RFP.

We further undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule finalized.

Our commercial proposal shall be binding upon us, subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.

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

1. Commercial Bid

Yours faithfully,

Signature of the Authorized Person

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date

Place

Commercial Proposal bid Format – II (On Company Letter Head)

**Commercial Proposal for RFP FOR PROCUREMENT, SUPPLY AND
INSTALLATION OF SERVERS, STORAGE, OS AND
SWITCHES**

Commercial Bid Format (On Company Letter Head)

ITEM	Make/PART No./Model no.	No of units	TOTAL PRICE (Exclusive of Taxes)
Servers with Five years comprehensive warranty Locations: DC Delhi (Qty:4) & DR Mumbai (Qty:3)		7	
Storage 20 TB usable space in DC & 10 TB usable space in DR with Five years comprehensive warranty		2	
Network Switch 2 for DC & 2 for DR with Five years comprehensive warranty		4	
OS –Microsoft Windows standard 2025 server 16 Core license for DC & DR		14	
One-time installation configuration and AD Migration Charges from the existing to the new at DC and DR		1	
	GRAND TOTAL		

Date:

Signature of the Authorized Person

Price Valid Till: -

Name of the Authorized Signatory:

Designation: Name of the Organization:

Seal:

Annexure: 10 - Checklist

(To be submitted on the letterhead of the Bidder)

Reg.: RFP FOR PROCUREMENT, SUPPLY AND INSTALLATION OF SERVERS, STORAGE, OS AND SWITCHES

S No.	Document	Submitted (Yes/No)	Page No.
1.	Copy of the Certificate of Incorporation or any other certificate of registration issued by the competent authority from the Government of India.		
2.	Letter of confirmation on the Bidder company's letterhead (self-certified letter).		
3.	Annexure-A Terms and Conditions		
4.	Annexure-1 Eligibility Criteria of The Bidder		
5.	Annexure-2 Bidder's Information		
6.	Annexure 3 Performance Certificates		
7.	Annexure-4 Undertaking for Non-Blacklisted		
8.	Annexure-5 Turnover Certificate		
9.	Annexure-6 Escalation Matrix (Both OEM & Bidder)		
10.	Annexure-7 Undertaking for having Service Support Centres in India		
11.	Annexure-8 Technical Specifications of the Products		
12.	Annexure-9 Land & Border Undertaking		
13.	Annexure-10 Checklist		
14.	Annexure 11 Technical Proposal Covering Letter		
15.	Annexure-12 Minimum Eligibility Criteria Covering Letter		
16.	Annexure-13 Scope of Work for supply and installation of servers, storage, OS and switches		
17.	Annexure-14 Commercial proposal covering letter Format - I		
18.	Annexure-14 Commercial proposal bid-Format II		
19.	Annexure 15 Certificate of Local Content		
20.	Annexure 16 - Performa for Integrity Pact		
21.	INTEGRITY AGREEMENT		
22.	Annexure 17 – Undertaking from the Bidder		
23.	Annexure 18 – NDA (Non-Disclosure Agreement)		
24.	All other relevant documents as sought in the RFP.		

Date: _____

Place: _____

Signature of
Authorized
Signatory Name
of Signatory:
Designation:
Email ID:
Contact no.:
Seal of Company:

* Modification of any of the contents of the Annexures may result in the disqualification of the Bid.

Sr. No.	Page No. of the Bid document	Clause No./Type	Clause Section	Existing Clause (RFP/Corrigendum)	Revised Clause
1	14	Server	Annexure-8 Technical Specification	BOOT optimized storage - "2 x 480GB SSD drives in RAID 1"	The amended clause is as below: "2 x 480GB SSD/NVMe drives in RAID 1"
2	14	Server	Annexure 8 – Technical Specifications of the Products	Minimum Specification- Entry Level Server - 32 Core CPU (2 socket server) CPU : Two numbers of 5th Generation Intel® Xeon® Scalable Processor 32 Cores or latest	Minimum Specification- Entry Level Server - 32 Core CPU (2 socket server) CPU : Two numbers of 5th Generation Intel® Xeon® Scalable Processor with 16 Cores each or the latest
3	NA	Server	Server	The should supply with Windows Server 2025 Standard Edition to be proposed along with the server	The Server should supply with Windows Server 2025 Standard Edition .
4	19 & 22	DC and DR Storage	Annexure-8 Technical Specification	Front-end Ports & Back-end Ports: 1. Offered Storage system shall be supplied with minimum of Quad 16 Gb and 10Gbps ,FC and iSCSI ports per controller and NAS protocol along with SAN. 2. The proposed storage system shall support 12G SAS Back-end connectivity."	The amended clause is as below: "Front-end Ports & Back-end Ports: 1. The storage offered shall be supplied with 10Gb or higher optical iSCSI quad port per controller. 2. The proposed storage system shall support 12G SAS Back-end connectivity."
5	20 & 23	DC and DR Storage	Annexure-8 Technical Specification	Cache: 1. The proposed Storage Array shall be given with Minimum of 128GB cache / memory per array in a single unit. 2. Cache shall be backed up in case of power failure either using batteries or capacitors or any other equivalent technology. 3. The proposed Storage shall also have optional support for Flash cache using SSD / Flash drives. Offered storage shall support at-least 800GB Flash Cache.	The amended clause is as below: "Cache: 1. The proposed Storage Array shall be given with Minimum of 32GB or higher cache / memory per array in a single unit. 2. Cache shall be backed up in case of power failure either using batteries or capacitors or any other equivalent technology. 3. Clause Stands Deleted"

6	NA	DC and DR Storage	Annexure-8 Technical Specification	"The server should have 5 years and 6 Hour CTR warranty support"	"The Storage should have 5 years and 6 Hour CTR warranty support"
7	20 & 23	DC and DR Storage	Annexure 8 – Technical Specifications of the Products	Replication 1. The proposed storage subsystem shall support storage based replication to DR location. License for maximum supported capacity of the array shall be offered. 2. The proposed storage subsystem shall support replication to multiple storage array of the same family in fan-out mode. At least 1:4 mode shall be supported.	The clause stands deleted
8	20 & 23	DC and DR Storage	Annexure-8 Technical Specification	Raid Support: 1. The proposed Storage Subsystem shall support Raid 10, 5 and Raid 6 2. All Raid Sets shall support thin provisioning. Vendor shall offer the license of thin provisioning for complete supported capacity of the array. 3. Thin provisioning shall be supported with offered Flash Cache 4. Clause Stands Deleted	The amended clause is as below: "Raid Support: 1. The proposed Storage Subsystem shall support Raid 10, 5 and Raid 6 2. All Raid Sets shall support thin provisioning. Vendor shall offer the license of thin provisioning for complete supported capacity of the array. 3. Clause Stands Deleted
9	19	DC and DR Storage	Annexure 8 – Technical Specifications of the Products	Operating System & Clustering Support : 1. The storage array should support industry-leading Operating System platforms including: Windows 2019 / 2022, VMware and Linux. 2. The offered Storage Shall support all above operating systems in Clustering	Operating System & Clustering Support : 1. The storage array should support industry-leading Operating System platforms including: Windows 2019 / 2022/2025, VMware and Linux. 2. The offered Storage Shall support all above operating systems in Clustering
10	25	Core Switch 24 Ports 1G/10G SFP+ and 4 x 40G/100G QSFP28 Uplink ports	Annexure 8 – Technical Specifications of the Products	General Features : 1 (h.) Operating temperature of 0°C to 45°C	The amended clause is as below: Operating temperature of 0°C to 40°C

11	3	ANNEXURE A - TERMS AND CONDITIONS	ANNEXURE A - TERMS AND CONDITIONS	<p>ANNEXURE A - TERMS AND CONDITIONS – Existing</p> <p>The bidder shall be responsible for the supply, installation and warranty (5) of Servers, Storage, OS and Switches at Delhi and Mumbai locations—as per the specifications outlined in this RFP. The delivery and installation must be completed within a maximum of four (4) weeks from the date of order placement. PNB GILTS LTD reserves the right to cancel the order at its discretion without giving any reason.</p> <p>1. Evaluation of Bid: PNB GILTS LTD will first evaluate the Technical Bids. Only those proposals that meet the technical requirements will be considered for Commercial Bid evaluation. PNB GILTS LTD reserves the right to negotiate the contract price and terms further with the vendor selected through this process.</p>	<p>ANNEXURE A - TERMS AND CONDITIONS – Revised</p> <p>The bidder shall be responsible for the supply, installation and warranty (5) of Servers, Storage, OS and Switches at Delhi and Mumbai locations—as per the specifications outlined in this RFP. The delivery and installation must be completed within a maximum of four (4) weeks from the date of order placement. PNB GILTS LTD reserves the right to cancel the order at its discretion without giving any reason.</p> <p>1. Evaluation of Bid: PNB GILTS LTD will first evaluate the Technical Bids. Only those proposals that meet the technical requirements will be considered for Commercial Bid evaluation. PNB GILTS LTD reserves the right to negotiate the contract price and terms further with the vendor selected through this process.</p> <p>I. Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work / services.</p> <p>II. In case bidder opts to quote for new solution, they need to quote for the complete set of solution including, software, warranty support, AMC /ATS support etc. as per the requirements of the RFP.</p> <p>III. While submitting the financial bid, following must be kept in mind:</p> <p>a. The price quoted should include all costs associated with the assignment (support, maintenance, customization etc.).</p> <p>b. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p> <p>c. The financial bid should be submitted in the Price Format given in Annexure 14 – Commercial Bid format.</p> <p>IV. The bidder with the lowest commercials declared as L1 Bidder after commercial evaluation of the bid.</p>
----	---	-----------------------------------	-----------------------------------	---	---

12	34	<p>ANNEXURE 13 Scope of Work for Supply and Installation of Servers, Storage, OS and Switches</p>	<p>ANNEXURE 13 Scope of Work for Supply and Installation of Servers, Storage, OS and Switches</p>	<p>PNB GILTS LTD invites proposals from competent and eligible bidders for the supply, installation, and onsite support of servers at its Delhi and Mumbai locations. The procurement includes:</p> <p>a. Three (3) servers to be installed at the Delhi location.</p> <p>b. Two (2) servers to be installed at the Mumbai location.</p> <p>c. Buyback of three (3) existing servers as part of the proposal.</p> <p>The servers will be used for disk-based applications, and bidders are expected to fulfill the following requirements:</p> <p>1. Supply & Installation</p> <ul style="list-style-type: none"> • Deliver and install the servers at the designated locations (Delhi and Mumbai). • Perform rack mounting and RAID configuration as per the specifications provided by PNB GILTS LTD. <p>2. Software & OS Installation</p> <ul style="list-style-type: none"> • The Server Operating System (OS) license will be procured and provided separately by PNB GILTS LTD. • Bidders are responsible for installing the OS using the media provided by PNB GILTS LTD. • Install all necessary drivers and perform drive mapping as per system requirements. 	<p>PNB GILTS LTD invites proposals from competent and eligible bidders for the supply, installation, and onsite support of servers at its Delhi and Mumbai locations. The procurement includes:</p> <p>a. Four (4) servers, storage (1) and Switches (2) & Operating systems are to be delivered to the Head Office in Delhi, and three (3) servers, storage (1) and Switches (2) & Operating systems at the Disaster Recovery (DR) site in Mumbai."</p> <p>b. Buyback of three (3) existing servers as part of the proposal.</p> <p>The servers will be used for disk-based applications, and bidders are expected to fulfill the following requirements:</p> <p>1. Supply & Installation</p> <ul style="list-style-type: none"> • Deliver and install the servers, storage and switch at the designated locations (Delhi and Mumbai). • Perform rack mounting and RAID configuration as per the specifications provided by PNB GILTS LTD. <p>2. Software & OS Installation</p> <ul style="list-style-type: none"> • The bidder shall be responsible for supply, install and commission the required Server Operating System (OS) (Windows Server Standard Edition license) including virtualization feature. The bidder shall also ensure the creation and configuration of VM's . • The bidder needs to configure the hardware with N+1 architecture • The bidder must install the OS, virtualization platform, and all necessary drivers. Drive mapping should be performed in accordance with the system requirements. • The bidder shall configure the storage system, including RAID creation and volume mapping to the respective servers. • The bidder is responsible for configuring the network switches as per the specifications and integration requirements. • Integration of newly deployed servers/VM with existing Active Directory and migration of existing AD server (Approx. User - 50)
----	----	---	---	---	---

13	NA	NA	Addition of Annexure	NA	Addition of Annexure Annexure 15 Certificate of Local Content (to be submitted on letter head of the Bidder)
14	NA	NA	Addition of Annexure	NA	Addition of Annexure Annexure 16 Proforma for Integrity Pact (On Bidders Letterhead) Integrity Agreement
15	NA	NA	Addition of Annexure	NA	Addition of Annexure Annexure 17 – Undertaking from the Bidder
16	NA	NA	Addition of Annexure	NA	Addition of Annexure Annexure 18 – Authorization Letter for Authorized Signatory
17	NA	NA	Addition of Annexure	NA	Addition of Annexure Annexure 19 – NDA (Non-Disclosure Agreement)

NOTE:

1. The bidder shall be responsible for the supply, installation and managing warranty (5) of Servers, Storage, and Switches at Delhi and Mumbai locations—as per the specifications outlined in this RFP. The delivery and installation must be completed within a maximum of six (6) weeks from the date of order placement.
2. OS installation includes virtualization and Active Directory migration/ deployment from the existing to the proposed at DC and DR.
3. One-week extension is provided for submitting the bids, i.e. the last date of submission of the bid has been extended from 06.10.2025 to 13.10.2025 on or before 1600 Hrs.
4. Further, no Bid submission date will be extended, and no Bid queries will be accepted.
5. PNB GILTS LTD reserves the right to cancel the order at its discretion without giving any reason.