



**REQUEST FOR PROPOSAL**

**FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS,  
VIRTUALIZATION AND SWITCHES**

**Tender No.: [PNBGILTS/RFP/SERVER-PROCUREMENT/2025-26/04]**

**Date:**

**PNB GILTS LIMITED**

**5, Sansad Marg,**

**New Delhi, 110001**

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**@PNB GILTS LTD**

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Purpose:**

1. PNB GILTS intends to procure Servers, Storage, Operating System and Switches to support its operational infrastructure efficiency. Detailed specifications, configurations, and scope of work are provided in the annexures accompanying this RFP document.
2. The bidders are requested to submit their Techno-Commercial proposals and required annexures in separate password-protected pdf. files over email, with separate password for both technical and commercial proposals. **Passwords MUST NOT be shared with the proposals or a separate email until requested. Further copies of Bids must be submitted through courier/in-person to our H.O Delhi as per the schedule mentioned in the RFP.**
3. Password-protected proposals (with separate passwords for technical and commercial proposals) should be sent to [IT@pnbgilts.com](mailto:IT@pnbgilts.com).
4. The technical bid should consist of all the Annexures except Annexure 14. The commercial bid should be strictly as per Annexure 14 only. None of the columns of the commercial bid should be left blank.
5. **Contact Persons: -**  
**Mr. Ashutosh Sharma ([IT@pnbgilts.com](mailto:IT@pnbgilts.com)) Contact No: - 8178823688**  
**Mr. Ganesh Barde ([IT@pnbgilts.com](mailto:IT@pnbgilts.com)) Contact No: - 8668392621**

Yours faithfully,

**Head IT/CTO**

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**ANNEXURE A - TERMS AND CONDITIONS**

**1. Introduction:**

In the year 1996 Reserve Bank of India introduced the system of Primary Dealers with a view to strengthen the institutional infrastructure of Government Securities market. Six entities were granted licenses of which PNB Gilts was one.

For further details, bidder may visit company's website: [www.pnbgilts.com](http://www.pnbgilts.com)

**2. Language of the Bid:**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Company shall be written in English only.

**3. Tender fees:**

The amount of Rs. 2,500/- will be applicable for participation in the RFP.

**Details for online payment:**

**IFSC:** PUNB0015300

**Bank & Branch:** PNB Sansad Marg New Delhi

**Account No.:** 0153002100172800

(Proof of the transaction to be submitted along with the bid documents).

**4. Performance Bank Guarantee:**

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- I. The successful bidder will have to submit Performance Bank Guarantee amounting to 5% of the contract value within one month of acceptance of purchase order & initially valid for a period of 60 months from the date of installation with claim period of another 6 months.
- II. The Bank Guarantee should be issued by any scheduled Commercial Bank.
- III. The Performance Bank Guarantee will be furnished for due Performance of the complete Solution/services.
- IV. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the company reserves the right to forfeit the same.
- V. Further, the company reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time or is not able to provide services as required during the contract period.

**5. Bid Earnest Money:**

- I. Bidder has to submit the Bid Earnest Money (EMD) of Rs. 5,00,000/- (Rupees five lakhs only) (Registered MSE and Startup-India bidder is exempted from payment of

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Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of the company), which should be submitted in the form of online deposit or Company Guarantee (BG) favouring PNB GILTS LIMITED, 5 , SANSAD MARG, New Delhi as per Annexure 20 – Proforma for the Bank Guarantee.

- II. The BG should have a validity of at least 6 months from the date of submission of the bid with claim period of another 3 months. The BG/ details of EMD should be submitted at the time of bid submission.
- III. For seeking EMD exemption as MSE bidder, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service.
- IV. In case of unsuccessful bidder, EMD will be returned within 30 (thirty) days of notice of award of contract and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Company Guarantee and no interest will be payable on EMD amount.

**Details for online payment:**

**IFSC:** PUNB0015300

**Bank & Branch:** PNB Sansad Marg New Delhi

**Account No.:** 0153002100172800

(Proof of the transaction to be submitted along with the bid documents).

**6. Modification and /OR withdrawal of Bids:**

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bids without forfeiture of Bid Security/ EMD, provided these are received, up to the last date and time of receipt of the tender. Any such request received after the prescribed last date and time of receipt of tenders shall not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

**7. Contacting the Company:**

Bidders are forbidden to contact PNB Gilts or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Company's decision will be final and without prejudice and will be binding on all parties.

**8. Revelation of Prices:**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid which is to be submitted. Failure to do so will make the bid liable to be rejected.

**9. Terms and Conditions of the Bidding firms:**

The bidder must accept all terms and conditions of the PNB Gilts and should not impose any of its own conditions upon the Company. A bidder who does not accept any or all conditions of the company shall be disqualified from the selection process at any stage as deemed fit by the company.

**10. Local Conditions:**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the Performance of the contract and / or the cost.

**11. Company's Right to Accept or Reject any Bid or all Bids:**

PNB Gilts reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the company's action. PNB Gilts reserves the right to accept or reject any technology proposed by any bidder.

**12. Opening of Bids:**

The date, time and location of bid opening is as per schedule mentioned in the RFP.

**13. Clarification of Bids:**

To assist in the examination, evaluation and comparison of bids the company may, at its discretion, ask the bidder for clarification and response shall be submitted with documents duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

**14. Authentication of Erasures/ Overwriting etc.:**

Any inter-lineation, erasures or overwriting shall not be valid, and it will lead to rejection of bid without quoting any reason.

**15. Bid Currency:**

Prices shall be expressed in Indian Rupees only.

**16. Disputes Resolution / Arbitration:**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement 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 Company and the award made in pursuance thereof shall be binding

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on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge / dispute including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Vendor shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Company or unless the approval of Company in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Company shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Company from the Performance Bank Guarantee, being treated as default so that the business of the Company is not disrupted.

**17. Incidental Services:**

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

- I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
- II. Furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
- III. Training of the Company's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Company.

**18. Patent Rights:**

The supplier shall indemnify the Company against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- I. The supplier shall, at their own expense, defend and indemnify the Company against all third-party claims or infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- II. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Company is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
- III. The Company will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- IV. The Supplier shall grant to the Company a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

**19. Land Border Clause:**

Any bidder (including their subcontractor, if any), OEM, OSD from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry

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and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance as per Annexure 9.

**20. Signing of Pre-Contract Integrity Pact:**

The bidder should submit Executed Integrity Pact along with the technical bid in Original. The Integrity Pact must be executed on Non-Judicial stamp paper as per State applicable value and must be signed by the party (ies) in presence of two witnesses. IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT) / Pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty / guarantee / AMC. The Proforma of Integrity Pact is as per Annexure-16.

**21. 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.

- I. Technically qualified bidders as per technical evaluation process may 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/Taxes.
- II. In case bidder opts to quote for new solution, they need to quote for the complete set of solution including, system software, warranty support etc. as per the requirements of the RFP.
- III. While submitting the financial bid, following must be kept in mind:
  - The price quoted should include all costs associated with the assignment (support, maintenance, customization etc.).
  - The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
  - The financial bid should be submitted in the Price Format given in Annexure 14 – Commercial Bid format.
- IV. The bidder with the lowest commercials will be declared as L1 Bidder after commercial evaluation of the bid.

**22. Purchase Order:**

PNB GILTS LTD reserves the right to issue a full or partial purchase order on a selected vendor. In case of an inability from bidder to execute the order, PNB GILTS LTD will reserve the right to place an order with another bidder (vendor) of its choice. PNB GILTS LTD is not bound to accept the lowest or any bid it may receive and will reserve the rights to scrap the entire process initiated through this RFP.

**23. Payment:**

Payments for procurement of above mentioned Hardware will be paid only after supply and installation and warranty status updated on OEM portal.

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Payment will be made as under: -

- 70% on complete installation
- 30% after 3 months of installation

Further, all above payments will be released only after submission of PBG, NDA and SLA by Successful Bidder at Delhi HO.

### 24. General Terms & Conditions

- a. The bidder and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the ideas, know-how, technique, data, facts, figures and any information whatsoever concerning or relating to the PNB GILTS LTD and its affairs to which the said employees have access in the course of the Performance of the contract. Such employees shall also execute letters of fidelity and secrecy in such form as may be prescribed by the PNB GILTS LTD.
- b. The validity of bid should be 180 days from the date of submission of bid documents.
- c. All disputes and differences of any kind, whatever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement, each party may appoint an arbitrator and the decision of the arbitrator(s) shall be final. Such arbitration is to be governed by the provisions of the Indian Arbitration Act.
- d. PNB GILTS LTD shall be under no obligation to accept the lowest bid or any other response to this tender notice including incomplete tenders / responses without assigning any reason whatsoever. PNB GILTS LTD reserve the right to modify / alter the full or partial terms and conditions of the tender / RFP / process and reissue fresh, if considered necessary, at point of time during process till placing purchase order.
- e. Within the period of warranty/maintenance cover stipulated, PNB GILTS LTD would have the right to shift the systems to an alternate site at its choice. The shifting activity will done by the Company. However decommissioning from existing location and commissioning at new locations is to be done by the vendor at its own cost. Further vendor must ensure the upkeep and running the devices at new location post shifting.
- f. Servers, Storages, Switches and others as proposed should strictly confirm to the specifications stipulated by us. In case of any deviation, company reserves the right to reject the quotation. In case of any deviation is detected after acceptance, vendor should replace the identified system(s) free of cost.
- g. The bidder should certify the brand of components/sub-assemblies used in manufacturing the systems. PNB GILTS LTD would, prior to installation, open and inspect the systems, to confirm the certification.
- h. Bidders should not quote any part/component reaching End of Life and/or End of Support during the mentioned warranty/AMC period from the date of purchase.
- i. Modification of any of the contents of the Annexures may result in the disqualification of the Bid.
- j. A sequentially paginated index is to be submitted along with the supporting documents.
- k. Procurement through Local Suppliers (Make in India):  
Procurement through Local Supplier (Preference to Make in India) will be done as per the

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“Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and further revisions, if any. Please also refer to Notification No. F.No.33 (1)/2017-IPHW dt: 14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate as per Annexure 15 from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content. Latest Govt. guidelines in this regard shall prevail.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

**25. Delivery and installation:**

The delivery of Hardware and system software must be completed within a maximum of six weeks from the date of purchase order.

The installation of above Hardware/Software shall be done at the specified locations within two weeks from the date of site readiness.

**26. Warranty:**

- I. Warranty will start from the date of completion of installation at the proposed locations indicated in the RFP and from the date of the Rack mount of hardware equipment and software license activation of respective solution.
- II. For hardware, the warranty period for each server, machine, equipment, or any part thereof is 60 (Sixty) months on 24 X 7 basis support. For production, site support/replacement/services should be within 4 hours and DR site next business day.
- III. During warranty period, support should be directly from the OEM.
- IV. The deliverables supplied should be complete in all respects as per the specifications responded in the bid.
- V. During the warranty/AMC period, the vendor shall ensure to depute an experienced engineer as and when required to visit the site to resolve the issues and advise the user / SSL.
- VI. Propose solution must be perpetual / subscription Licenses for minimum 7 years, proposed licenses will be starting from installation date of the entire solution.
- VII. Upon receipt of notice of such defect / error or deficiency, the Bidder shall, with all reasonable speed, repair or replace the defective equipment or parts thereof, without cost to Purchaser.
- VIII. The warranty details should reflect on the OEMs support portal and updated periodically as and when the AMC is renewed.

## 27. Hardware Annual Maintenance Contract (AMC):

After the expiry of warranty period of five (5) years for the hardware, PNB Gilts may enter into Annual Maintenance Contract of hardware (AMC) with the vendor or OEM for next 2 years. In such a case, the AMC charges should be 8% to 10 % of the purchase value of the items to be maintained at least for next 2 years (after expiry of the warranty). Unconditional letters abiding by this clause must be submitted by the Bidder and OEM as per format given in Annexure 21. However, PNB Gilts reserves the right to maintain the hardware in-house or through any other third-party agency.

For Hardware, the purchase order for AMC post warranty will be issued every year based on satisfactory Performance during the previous year.

## 28. Penalty:

**For late Delivery:** The Hardware is to be delivered within stipulated time i.e. 6 weeks from the date of acceptance of the purchase order.

- i. For this purpose, delivery means delivery of all the ordered systems including all the hardware, accessories (if any).
- ii. If the bidder fails to deliver any or all items of the purchase order within stipulated time schedule, the Company shall, without prejudice to its other remedies under the contract, deduct penalty at the rate of 1% of the total order value for per week or part thereof delay, as late delivery charges until actual delivery takes place, subject to a maximum of 10% of the total order value.
- iii. The Company is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract, or Performance Bank Guarantee or any other contract.
- iv. The Company reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

**For late installation:** The complete hardware and software is to be installed within stipulated time i.e. two weeks from the date of site readiness.

- i. For this purpose, installation means installation of all the ordered systems including all the hardware and software, accessories (if any).  
If the bidder fails to install any or all items of the purchase order within stipulated time schedule, the Company shall, without prejudice to its other remedies under the contract, can deduct penalty at the rate of 1% of the total order value for per week or part thereof delay, as late installation charges until actual installation subject to a maximum of 10% of the total order value.

### **For System Up Time:**

For this purpose, total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on quarterly basis. Company will charge penalty in case of

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not meeting the uptime requirements. If the successful bidder is not able to meet the UPTIME requirement as specified in RFP, then penalty will be applicable as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

Total hours during the month = No. of calendar days x 24 hours

S. No.	Description	Penalty for the breach
1	The maximum response time for a maintenance complaint from the site of installation (i.e., time required for Vendor's maintenance engineers to report to the installations after a request call / e-mail is made or letter is written) shall not exceed 4 hours.	Rs. 1,000/- per hour.
2	The Vendor shall ensure that faults and failures intimated by PNB Gilts are set right within 12 (twelve) hours of being informed of the same excluding travel hours not exceeding (8 hours). In any case the equipment should be made workable and available not later than the Next Business Day.	Rs. 1,000/- per hour.
3	Fixing the security vulnerabilities, taking prompt action on the advisories sent by the PNB Gilts Security Consultant/VAPT Auditor or by the PNB Gilts officials within seven working days.	Rs. 5,000/- per day after due date per device.
4	Equipment failure first time within the contract period.	Rs. 1,000/- per incident per Device.
5	Subsequent Equipment failure at same location within the contract period.	Rs. 3,000/- per incident per Device.
6	The technical support during the contract period for any feasibility study or functionality test shall be arranged by the bidder/OEM without any additional cost to the PNB Gilts. During the contract period the software or OS should be active development stage and frequent Updates as required shall be published by the OEM.	After intimation from SSL, failure to provide required support as per clause, Rs. 25,000/- per 15 days.

**29. Recovery of Penalty:**

**During warranty Period:** - Amount of penalty will be recovered from the successful bidder, on demand from Company. The successful bidder has to undertake to pay the penalty amount as prescribed by the Company. Amount of penalty as per above clauses can be recovered/adjusted while making any payment. PNB Gilts is entitled to withhold (deduct) the penalty from the invoice amount or any other amount, which is due to the successful bidder from the contract. In case no payment is due to the successful bidder/supplier, Company may invoke the PBG to recover the

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penalty.

PNB Gilts reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Company Guarantee and Blacklist the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. Company, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

**30. Schedule of the Event:**

Sr. No.	Particulars	Dates and Timeline
1	Date of issue of the RFP	14.01.2026
2	Last Date and Time for submission of Pre bid query	20.01.2026 at 05:00PM Pre bid queries will be replied by 23.01.2026
2	Last Date and Time for submission of bids (technical and commercial) along with supporting documents	03.02.2026 at 04:00 PM
3	Date of opening of technical bids (Tentative)	03.02.2026 at 05:00 PM
4	Date of opening of commercial bids (Tentative)	11.02.2026
5	Address for communication	PNB GILTS LIMITED, 5, Sansad Marg, New Delhi-110001
6	Address for Delivery	PNB GILTS LIMITED, 5, Sansad Marg, New Delhi-110001  PNB GILTS LIMITED, 2nd Floor, Pragati Tower, BKC, Mumbai-400051
7	E-mail id and contact for any queries/ Comments /clarification regarding RFP / process	Mr. Ashutosh Sharma ( <a href="mailto:IT@pnbgilts.com">IT@pnbgilts.com</a> ) Contact No: - 8178823688 Mr. Ganesh Barde ( <a href="mailto:IT@pnbgilts.com">IT@pnbgilts.com</a> ) Contact No: - 8668392621
<ol style="list-style-type: none"> <li>Bidders are expected to adhere to the timelines strictly mentioned above. However, PNB GILTS LTD reserves the right to change the aforementioned timelines.</li> <li>If there are any changes in the above schedule, the same will be communicated to all applicable bidders through notice / email.</li> <li>All costs and expenses incurred by Bidder in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, Proof of Concept etc. and providing any additional information required by PNB GILTS LTD.</li> </ol>		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Annexure 1 – Eligibility Criteria of the Bidder**

(To be submitted on Bidder's Letterhead)

To  
Head IT/CTO

PNB GILTS LTD, 4<sup>th</sup> Floor  
5, Sansad Marg,  
New Delhi- 110001

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP for Procurement, Supply and Installation and maintenance of Servers, Storage, OS and Switches:

<b>Sr. No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>SUPPORTING DOCUMENTS TO BE SUBMITTED</b>	<b>COMPLIANCE (YES/NO)</b> (Pg. No. of the Technical Bid submitted)
1.	The bidder should be registered as a company in India as per Company Act 1956 or 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the Bid Submission date of RFP.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The bidder must provide confirmation that any of its 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 have not participated in the bid process.	Self-Undertaking to be submitted by the Bidder as per format given in Annexure 22.	
3.	The bidder should be either Original Equipment Manufacturer (OEM) of Servers or their authorized representative in India. In case both OEM and its authorized representative bid for the captioned tender both will be rejected by the Company.	Bidder to submit the OEM's MAF as per Annexure 19.	

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

4.	The Bidder should have an average turnover of INR 80 Crores (Rupees Eighty Crores) or above for the last three financial years i.e., FY2022-23, FY2023-24 and FY2024-25 from their Indian Operations. For MSE bidders, the criteria is: The Bidder should have an average turnover of <b>INR 50 Crores (Rupees Forty Crores)</b> or above for the last three financial years i.e. FY2022-23, FY2023-24 and FY2024-25 from their Indian Operations.	Provide CA Certificate of Turnover and profit as per Annexure-5 and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Consecutive Financial years. The CA certificate provided in this regard should be without any riders.	
5.	The bidder should have positive net worth during each of the financial years FY2022-23, FY2023-24 and FY2024- 25.	Provide CA certificate for positive net worth.	
6.	The bidder should have national presence and should have supplied and maintained at least 200 servers in India during last seven (7) financial years in at least One PSU /central government organizations / BFSI/ Financial Institution/large enterprises in India prior to date of submission of bid.	Satisfactory Performance Certificate from the Clients OR Copy of Purchase Order along with email from the client containing all the required information. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no. OR Copy of Work Order along with any other proof of execution subject to the satisfaction of the Company.	
7.	The Bidder should not have been blacklisted/debarred/banned by any Government / Government agency / Company's/Financial Institutions/ PSU in India during last 3 years before the date of submission of Bid.	Undertaking to be submitted as per Annexure-4	
8.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant / statutory auditor.	
9.	Bidder should Quote Server and Storage from same OEM	Self-Undertaking to be submitted by the Bidder as per format given in the Annexure 23.	
10.	Bidder should have support offices in Delhi/NCR and Mumbai Metropolitan Region.	Self-Undertaking to be submitted by the Bidder along with addresses of the support offices.	

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**NOTE:**

1. In case any purchase order has been issued to the bidder by the company in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Technical Evaluation will be done by Company's Evaluation committee and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Company may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents addressed to the Company, should be submitted in Original.
7. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. The document providing the authorization of the signatory should be submitted to the Company for all parties.
8. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third- party document may make the bid liable for rejection.
9. Company reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Company Guarantee and Blacklist the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. Company, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 2 – Bidder’s Information**  
(To be submitted on Bidder’s Letterhead)

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

S.No	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE (quote registration no. and date of registration, copy to be attached)	
8	Company Account Detail: Account Number, Account Name, IFSC, Company Name	Account Number: Account Name: IFSC: Company Name:
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of the board resolution)	
10	Specimen Full signature	
11	Contact person’s name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person’s details)	
12	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:
13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
14	Any pending or past litigation (within three years)? If yes, please give details	Yes/No/Comments (if option is ‘Yes’)

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Annexure 3 – Performance Certificate**  
(To be provided on letter head of the issuing company)

To,  
Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Sir,

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

This is to certify that M/s \_\_\_\_\_ has successfully supplied, installed and commissioned \_\_\_\_\_ no. of \_\_ (OEM: M/s \_\_\_\_\_ & Model No. \_\_\_\_\_) on \_\_\_\_\_. Thereafter, the said products / items are running successfully at ours from \_\_\_\_\_ to \_\_\_\_\_.

The services provided by the M/s \_\_\_\_\_ are Satisfactory. The certificate has been issued on the specific request of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 4 – Undertaking for Non - Blacklisted  
(To be submitted on Bidder's Letterhead)**

To

Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Sir,

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

We M/s \_\_\_\_\_, a company incorporated under the Companies act, 1956/ Companies Act 2013/ LLP Act, 2008 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/debarred/banned by any Government / Government agency / Company / Financial Institutions/PSU in India during last 3 years from the date of submission of Bid.

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours  
faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 5 – Turnover Certificate**  
(To be submitted on CA Letterhead)

To

Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

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

This is to certify that M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2022-23, FY2023- 24, and FY2024-25 (to be submitted as per Eligibility Criteria (ANNEXURE-1) point no. 4 and 5).

<b>Financial Year (for Consecutive FY)</b>	<b>Year Three</b>	<b>Turnover (in Rs.)</b>	<b>Net Profit/Loss (in Rs.)</b>	<b>Net Worth (in Rs.)</b>	<b>Turnover from Indian operations</b>
2022-23					
2023-24					
2024-25					

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Note:** Only Bidder Company's / Firm's figures need to be mentioned from its operations in India.  
(Not to include subsidiary, consortium, affiliate or group entities figures)

**Signature of CA/Statutory Auditor:**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UDIN No:**

**Annexure 6 – Escalation matrix**  
(On company letterhead of bidder and OEM)

To,

Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Sir

**Req.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) as following:

Escalation Level	Name	Designation	Contact No.	Email ID
Escalation Level 1				
Escalation Level 2				
Escalation Level 3				
Escalation Level 4				
Escalation Level 5				

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Annexure 7 – Undertaking for having Service Support Centers in India  
(On Bidder's Letterhead)**

To,

Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Sir

**Req.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

We, M/s \_\_\_\_\_ hereby submit the following information regarding our Service Support Center and other Support Offices in Delhi/NCR and Mumbai:

We have Support Offices in India at following locations:

<b>Sl. No.</b>	<b>Full Address</b>	<b>Contact Person Name</b>	<b>Designation</b>	<b>Contact Number</b>
1				
2				
3				
4				

**(Add as many rows as required)**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 8 – Technical Specifications of the Products**

(To be submitted in original on letter head of OEM & signed and stamped by OEM and to be countersigned by the bidder)

**Minimum Specification- Entry Level Server – 16 Core CPU (2-socket server)**

Description	Specifications	Compliance (Yes/No)	Remarks
Chassis	1U / 2U Rack Mountable		
CPU	Two numbers of 5th Generation Intel® Xeon® Scalable Processor with 16 Cores each or the latest		
Chipset	Intel® C741 Chipset or higher		
Memory	32DIMM slots. 512 GB DIMMS scalable upto 2.0 TB using DDR5 Registered DIMM (RDIMM) operating at 4800 MT/s		
Bus Slots	Server should support upto three PCI- Express 4.0 x8 slots or higher. Additional two x8 or higher PCIe 4.0 slots		
BOOT optimized storage	2 x 480GB SSD/NVMe drives in RAID 1		
HDD Bays	8 drive bays of SAS/SATA or more		
Controller	Server should support RAID controller with 8GB Flash backed write cache, supporting RAID 0, 1, 5, 6, 10, 50, 60. Incase NVMe drives are proposed, RAID controller should support RAID on the same.		
Networking features	Network Features: 4x 10G Optical ports across 2 NICs + 2x 32Gbps FC ports		
Interfaces	Serial - 1 (Optional) USB support with Up to USB support with Up to 3 total. 1GbE Dedicated management port		
Power Supply	Should support hot plug redundant power supplies with minimum 94% efficiency		
Fans	Redundant hot-plug system fans		
Industry Standard Compliance	ACPI Compliant PCIe 4.0 Compliant WOL Support, Microsoft® Logo Certifications PXE Support, Energy Star SMBIOS UEFI 2.7 Redfish API IPMI 2.0 Advanced Encryption Standard (AES) Triple Data Encryption Standard (3DES) SNMP v3, TLS 1.2, Active Directory v1.0 ASHRAE A3/A4		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

System Security	<p>UEFI Secure Boot and Secure Start support Immutable Silicon Root of Trust Common Criteria certification Configurable for PCI DSS compliance Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser</p> <p>Secure updates - components digitally signed and verified</p> <p>Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware</p> <p>Secure erase of NAND/User data TPM (Trusted Platform Module) 2.0 Bezel Locking Kit option</p> <p>Chassis Intrusion detection option</p>		
Operating Systems and Virtualization Software Support	<p>Windows Server.</p> <p>Red Hat Enterprise Linux (RHEL)</p> <p>SUSE Linux Enterprise Server (SLES) VMware ESXi.</p> <p>Canonical Ubuntu</p>		
Provisioning	<ol style="list-style-type: none"> <li>1. Should support tool to provision server using RESTful API to discover and deploy servers at scale</li> <li>2. Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell</li> </ol>		
Firmware security	<ol style="list-style-type: none"> <li>1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable</li> <li>2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware</li> </ol>		
Embedded Remote Management and firmware security	<ol style="list-style-type: none"> <li>1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication</li> <li>2. Server should have dedicated 1Gbps remote management port</li> <li>3. Server should have storage space to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware.</li> </ol>		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

	<ol style="list-style-type: none"> <li>4. Server should support agentless management using the out-of-band remote management port</li> <li>5. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur</li> <li>6. Two factor Authentication</li> <li>7. Local or Directory-based user accounts with Role based access control</li> <li>8. Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell support.</li> <li>9. Should provide support for AES and 3DES on browser.</li> <li>10. Should provide remote firmware update functionality.</li> <li>11. Should support managing multiple servers as one via Group Power Control             <ul style="list-style-type: none"> <li>Group Power Capping</li> <li>Group Firmware Update</li> <li>Group Configuration</li> <li>Group Virtual Media and Encrypted Virtual Media</li> <li>Group License Activation</li> </ul> </li> <li>12. Should support RESTful API integration</li> <li>13. System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone home support</li> <li>14. Server should have security dashboard: displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.</li> <li>15. One-button Secure Erase designed to decommission/repurpose servers</li> <li>16. NVMe wear level display</li> </ol>		
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**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

<p>Server Management</p>	<p>Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.</p> <p>The Dashboard minimum should display a health summary of the following:</p> <ul style="list-style-type: none"> <li>• Server Profiles</li> <li>• Server Hardware</li> <li>• Appliance alerts</li> </ul> <p>The Systems Management software should provide Role-based access control</p> <p>Zero Touch Provisioning (ZTP) using SSDP with remote Access</p> <p>Management software should support integration with popular virtualization platform management software like Vmware vCenter &amp; vRealize Operations, and Microsoft System Center &amp; Admin Center</p> <p>Should help provide proactive notification of actual or Impending component failure alerts on critical components like CPU, Memory and HDD.</p> <p>Should provide an online portal that can be accessible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contracts and status. The Portal should also provide a personalized dashboard to monitor device health, hardware events, and contract and warranty status. Should provide a visual status of individual devices and device</p>		
	<p>groups. The Portal should be available on-premises (at our location - console based) or off premise (in the cloud).</p> <p>Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.</p> <p>Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline</p> <p>The Server Management Software should be of the same brand as of the server supplier.</p>		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

Cloud Enabled Monitoring and Management	<ol style="list-style-type: none"> <li>1. Secure connection from customer sites to cloud service</li> <li>2. Unified Identity &amp; Access Management</li> <li>3. Manages and controls servers regardless of physical location</li> <li>4. Subscription-based entitlement</li> <li>5. Efficient Device Onboarding</li> <li>6. Firmware Update Awareness with Intelligent delta-only based updates</li> <li>7. Set Group firmware Baseline and Compliance monitoring and notification</li> <li>8. Group based firmware management that can be scheduled or on-demand</li> <li>9. Remote Site management with low bandwidth/high latency network connectivity</li> <li>10. Role-based access and views for managed customer environments</li> <li>11. GUI and Rest APIs for core features</li> </ol>		
	The server should have 5 years and 6 Hour CTR warranty support.		
	The Server should supply with Windows Server 2025 Standard Edition.		

**STORAGE**

SNO	Description	Specifications	Compliance (Yes/No)	Remarks
1	Operating System & Clustering Support	<ol style="list-style-type: none"> <li>1. The storage array should support industry-leading Operating System platforms including: Windows 2019 / 2022/2025, VMware and Linux.</li> <li>2. The offered Storage Shall support all above operating systems in Clustering</li> </ol>		
2	Capacity & Scalability	<ol style="list-style-type: none"> <li>1. The Storage Array shall be offered with 20TB Usable Capacity using SSD Drives.</li> <li>2. For effective power saving, Storage subsystem shall be supplied with 2.5" Small form factor SFF drives however storage subsystem shall also support LFF drives with the addition of required disk enclosures.</li> <li>3. Storage Array shall support at least 240 Enterprise SAS SFF drives or more than 100+ LFF drives.</li> </ol>		
3	Front-end Ports & Back-end Ports	<ol style="list-style-type: none"> <li>1. The storage offered shall be supplied with 10Gb or higher optical iSCSI quad port per controller.</li> <li>2. The proposed storage system shall support 12G SAS Back-end connectivity.</li> </ol>		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

4	Architecture	The storage array should support dual, redundant, hot-pluggable, active-active array controllers for high Performance and reliability		
5	No Single point of Failure	Offered Storage Array shall be configurable in a No Single Point of configuration including Array Controller card, Cache memory, FAN, Power supply etc.		
6	Disk Drive Support	<ol style="list-style-type: none"> <li>1. The storage system shall support Enterprise, SAS Drives, SSD and mid- line/NLSAS drives of 7.2k rpm drives.</li> <li>2. The proposed storage array should support encryption.</li> </ol>		
7	Cache	<ol style="list-style-type: none"> <li>1. The proposed Storage Array shall be given with Minimum of 32GB or higher cache / memory per array in a single unit.</li> <li>2. Cache shall be backed up in case of power failure either using batteries or capacitors or any other equivalent technology.</li> </ol>		
8	Raid Support	<ol style="list-style-type: none"> <li>1. The proposed Storage Subsystem shall support Raid 10, 5 and Raid 6</li> <li>2. All Raid Sets shall support thin provisioning. Vendor shall offer the license of thin provisioning for complete supported capacity of the array.</li> </ol>		
9	Point in time and clone copy	<ol style="list-style-type: none"> <li>1. Offered Storage array shall be configured with array based Snapshot and clone functionality and shall be configured for a minimum of 512 snapshot licenses.</li> <li>2. Offered Storage array shall support at-least 512 point in time copies (Snapshots) and 128 volume / Clone copies.</li> <li>3. The offered storage snapshot technology shall use Redirect on write technology.</li> </ol>		
10	Virtualization and Thin provisioning	<ol style="list-style-type: none"> <li>1. The proposed storage shall be offered and configured with virtualization capability so that a given volume can be striped across all spindles of given drive type within a given disk pool. Disk pool shall support all listed raid sets of Raid 10, Raid 5 and Raid 6.</li> <li>2. The proposed Storage shall be offered and configured with Thin Provisioning capability.</li> </ol>		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

11	Data Tiering	The proposed storage shall also be licensed for SubLun Data tiering in real time fashion across different type of drives within a given pool like SSD, SAS, Midline /NLSAS etc. License for same shall be offered for maximum supported capacity of the array.		
12	Global and dedicated Hot Spare	<ol style="list-style-type: none"> <li>1. The proposed Storage Array shall support Global hot Spare for offered Disk drives.</li> <li>2. At least 2 Global hot spare drive shall be configured for every 30 drives.</li> <li>3. The proposed storage array shall have the support for distributed hot spare</li> </ol>		
13	Logical Volume & Performance	<ol style="list-style-type: none"> <li>1. Storage Subsystem shall support a minimum of 512 Logical Units. Storage Array shall also support the creation of more than 120TB volume at controller level.</li> <li>2. The proposed Storage shall have inbuilt Performance management software. The Configuration Dashboard shall show overall IOPS and MB/sec Performance.</li> </ol>		
14	Array Integration	Offered storage array shall have plug-in for VMware VCenter, Microsoft System center as well as vStorage APIs (VAAI) for array integration.		
15		The Storage should have 5 years and 6 Hour CTR warranty support.		

**Switch**

<b>Core Switch 24 Ports 1G/10G SFP+ and 4 x 40G/100G QSFP28 Uplink ports</b>			
<b>Sr. No</b>	<b>Minimum Technical Specification</b>	<b>Compliance (Yes/No)</b>	<b>Remarks</b>
1	<b>General Features</b>		
a.	The switch should be Gigabit Layer 2 and Layer 3 switch with console/auxiliary ports along with all accessories.		
b.	Switch should have hot swappable redundant Power Supply and fan tray from day-1.		
c.	Switch should have non-blocking throughput capability on all ports from day 1.		
d.	Software upgrades, updates shall be included as part of the warranty		
e.	The switch should be based on programmable ASICs purpose-built to allow for a tighter integration of switch hardware and software or Open Networking Install Environment capabilities to have 3rd party Network OS installed to optimize Performance and capacity.		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

f.	Switch should have integrated trusted platform module (TPM) or equivalent for platform integrity to ensure the boot process is from trusted source  OR  The Switch should support image pre- check. The firmware installation is performed only if the result of the pre- check successful.		
g.	Switch shall support cloud-based and on-premises management		
h.	Operating temperature of 0°C to 40°C		
i.	All mentioned features (above & below) should be available from day 1. Any license required to be factored from day 1		
2	<b>Performance</b>		
a.	Should have 8GB or better DRAM and 32GB Flash.		
b.	The switch will have at up to 1.2 Tbps switching capacity.		
c.	Forwarding rates: The switch should have 900 Mbps forwarding rates.		
d.	IPv4 Routing entry support: 24K or more.		
e.	IPv6 Routing entry support: 12K or more.		
f.	IPv4 and IPv6 Multicast Routes : 4K or more.		
g.	MAC addresses support: 32K or more.		
h.	VLANs ID: 4K or more and 1K VLANs simultaneously.		
i.	ACL /QOS entry support : 4K or more.		
j.	Packet buffer : 32 MB or more		
k.	The device should be IPv6 ready from day one.		
l.	Should support the ability to configure backup of the previous configuration automatically.		
3	<b>Functionality:</b>		
a.	The swith should support MC-LAG / vPC / MLAG to allow two switches to form a virtual chassis or have Backplane stacking and should have 200 Gbps of Virtual Chassis Performance or Stacking Performance of minimum 160 Gbps.		
b.	The Switch should support long distance across the Rack and Floor Switch virtual-chassis or Stacking.		
c.	Must support EVPN, BGP, BGP4, VRF, VXLAN, EVPN, OSPFv2 and v3 Routed Access, Policy-Based Routing (PBR), PIM-SM / PIM-DM / PIM-SSM and Virtual Router Redundancy Protocol (VRRP) from Day 1.		
d.	The switch should support IEEE 802.3ad link-aggregation control protocol (LACP) and port trunking		
e.	The switch should support IEEE 802.1s Multiple Spanning Tree		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

f.	STP, Trunking, Private VLAN (PVLAN) / VRF-Leaking / NAT, Q-in-Q, Shaped Round Robin (SRR)/Deficit Weighted Round-Robin (DWRR) scheduling, Committed Information Rate (CIR)/Equivalent and eight egress queues per port.		
g.	Switch shall support rolled back to the previous successful configuration.		
h.	The switch should support SNMPv1, v2, and v3, SSL, SSHv2, ping, traceroute.		
i.	The switch should support TPM & Zero-Touch Provisioning (ZTP). The switch shall support IP SLA for Voice monitors, quality of voice traffic using the UDP Jitter and UDP Jitter for VoIP tests		
j.	"The switch should have Data Center Bridging (DCB), Supports lossless Ethernet networking standards to eliminate packet loss due to queue overflow, Priority Flow Control (PFC) 2 priorities per port, Enhanced Transmission Service (ETS).		
k.	Switch should have SCSI, Lossless iSCSI, RDMA over Converged Ethernet version 2 (RoCE v1 and v2).		
l.	The switch should be manageable from cloud and On-premises solution.		
m.	The switch should support IEEE 802.1X or MAC filtering.		
n.	The switch should support Port-based authentication, if solution is based on 802.1x		
o.	The switch should support MAC-based authentication, if solution is based on 802.1x		
p.	The switch should provide IP Layer 3 filtering based on source/destination IP address/subnet and source/destination TCP/UDP port number		
q.	The switch should support Source-port filtering or IP and Layer-4 port filtering		
r.	The switch should support RADIUS/TACACS+, Dynamic ARP protection or MAC filtering, Port Security, STP route root guard, BPDU guard.		
s.	OS should have support for Management automation via Netconf/Yang/REST- API, Python or equivalent technology		
t.	Should support Netflow/ Sflow/ Jflow, Port mirroring or equivalent technology		
4	<b>Interface Requirement</b>		
a.	i) 24 nos. of 1G/10G SFP+ ports		

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

b.	ii) 4 nos. of 40G/100G uplink ports		
<b>5</b>	<b>Regulatory Compliance</b>		
a.	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 or equivalent Indian Standard like IS-13252:2010 or better for Safety requirements of Information Technology Equipment.		
b.	Switch shall conform to EN 55022/55032 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B or equivalent Indian Standard like IS 6873 (Part 7): 2012 or better for EMC (Electro Magnetic Compatibility) requirements.		
<b>6</b>	<b>OEM qualification criteria, Warranty and Support</b>		
a.	The switch shall be offered with a minimum five years of hardware warranty with NBD Shipment and software updates/upgrades from the OEM directly		
b.	Switch or Switch's Operating System on different hardware platforms should be tested for EAL 2/NDPP/FIPS or above under Common Criteria Certification"		
c.	The server should have 5 years and 6 Hour CTR warranty support.		

**NOTE:**

The bidder shall be responsible for supply, installation and maintenance of servers, storage, OS, virtualization and switches at Delhi and Mumbai locations—as per the specifications outlined in this RFP. OS installation includes virtualization (Hyper V) and Active Directory migration/ deployment from the existing to the proposed at DC and DR.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 9 – Land & Border Undertaking  
(On Bidder’s Letterhead)**

To  
Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

**Sir,**

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

We M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We certify that we fulfil all requirements in this regard and are eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Company may immediately terminate the contract and may take legal action in accordance with the law.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Annexure: 10 - Checklist**

(To be submitted on the letterhead of the Bidder)

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

<b>S. No.</b>	<b>Document</b>	<b>Submitted (Yes/No)</b>	<b>Page No.</b>
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.	<b>Annexure-A</b> Terms and Conditions		
4.	<b>Annexure-1</b> Eligibility Criteria of The Bidder		
5.	<b>Annexure-2</b> Bidder's Information		
6.	<b>Annexure 3</b> Performance Certificates		
7.	<b>Annexure-4</b> Undertaking for Non-Blacklisted		
8.	<b>Annexure-5</b> Turnover Certificate		
9.	<b>Annexure-6</b> Escalation Matrix (Both OEM & Bidder)		
10.	<b>Annexure-7</b> Undertaking for having service support centres in India		
11.	<b>Annexure-8</b> Technical Specifications of the Products		
12.	<b>Annexure-9</b> Land & Border Undertaking		
13.	<b>Annexure-10</b> Checklist		
14.	<b>Annexure 11</b> Technical Proposal Covering Letter		
15.	<b>Annexure-12</b> Minimum Eligibility Criteria Covering Letter		
16.	<b>Annexure-13 RFP</b> for supply, installation and maintenance of servers, storage, OS, virtualization and switches		
17.	<b>Annexure-14</b> Commercial proposal covering letter Format - I		
18.	Commercial proposal bid-Format II		
19.	<b>Annexure 15</b> Certificate of Local Content		
20.	<b>Annexure 16</b> - Proforma for Integrity Pact		
21.	<b>Annexure 17</b> – Undertaking from the Bidder		
22.	<b>Annexure 18</b> – NDA (Non-Disclosure Agreement)		
23.	<b>Annexure 19</b> - Manufacturer's (OEM) Authorization Form (MAF)		
24.	<b>Annexure 20</b> - Proforma for the Bank Guarantee		
25.	<b>Annexure 21 - Bidder's Unconditional Undertaking Letter</b>		
26.	<b>Annexure 22 - Non-participation of related entities Letter</b>		
27.	<b>Annexure 23 - Format for Undertaking on Same-OEM</b>		
28.	<b>All other relevant documents as sought in the RFP.</b>		

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**ANNEXURE -11**

**FORMAT - I**

**Technical Proposal Covering Letter (On Bidder's Letter Head)**

TO,

Head IT/CTO

PNB GILTS LTD,

5, Sansad Marg,

4<sup>th</sup> Floor, New Delhi-110001

Dear Sir/ Madam(s),

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

Having examined the Request For Proposal (RFP) \_\_\_\_\_ Documents dated \_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Installation and maintenance of servers, storage, OS and switches** required capabilities in terms of functional and technical expertise for servers including all licenses required (other than mentioned in complete RFP document) and implement for in conformity with the said RFP Documents and hereby undertake that we accept all the conditions of the RFP and will provide the complete services as per the Scope of Work.

We undertake to state that we have submitted all the necessary documents/responses as per the technical proposal of this RFP.

We agree to abide by this bid for the bid validity period specified in RFP and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Yours faithfully,

Date:

Place:

Signature of the Authorized Person

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

**FORMAT - II**  
**Conformity Letter (On Company Letter Head)**

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

Dear Sir,

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

Further to our proposal dated \_\_\_\_\_, in response to the Request for Proposal (RFP No. \_\_\_\_\_ herein after referred to as “RFP” issued by PNB GILTS LTD. We (“PNB GILTS LTD”) hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms, conditions and stipulations as contained in the aforesaid RFP and the related annexures, addendums, corrigendum and other documents including the changes made to the original tender/RFP documents, issued by the PNB GILTS LTD, however that, only the list of deviations furnished by us along with technical bid which are expressly accepted by the PNB GILTS LTD and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The PNB GILTS LTD is not bound by or bound to accept any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal / document or any subsequent deviations sought by us, whether orally or in writing, and the PNB GILTS LTD’s decision not to accept any such extraneous conditions and deviations, will be final and binding on us.

We also hereby confirm that our prices as specified in the Annexure/s Commercial Bid are as per the Payment terms specified in the Tender / RFP document. We agree to abide by this Tender /RFP Offer for **180 days** from the date of the Tender / RFP (Commercial Bid) opening, and our offer shall remain binding on us and may be accepted by PNB GILTS LTD any time before expiry of the offer.

We also confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents issued by PNB GILTS LTD, conform to and are identical with the hard- copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Date:  
Place:  
Signature of the Authorized Person  
Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal:

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES  
FORMAT – III**

**Confirmation of Genuineness of hardware (On Bidder's Letter Head)**

To,

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

Dear Sir,

**Reg: Confirmation of Supply Genuineness of hardware for RFP FOR PROCUREMENT, SUPPLY INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

Further to our proposal dated \_\_\_\_\_, in response to the Request for Proposal (RFP) \_\_\_\_\_ dated \_\_\_\_\_ issued by PNB GILTS LTD., we hereby confirm that all the components / parts / assembly / software used in the said project to be supplied shall be original new components / parts / assembly / software(s) from Original Equipment Manufacturer and that no refurbished / duplicate / second hand components / parts / assembly / software(s) shall be supplied or shall be used. We shall also produce a certificate from the Original Equipment Manufacturers in support of the above statement.

We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate such as Paper Licenses, Product Keys etc.

In case the PNB GILTS LTD finds that the above conditions are not complied with, we agree to take back the Hardware etc., supplied as above and return the money paid by you, in full within seven days of intimation of the same by the PNB GILTS LTD, without demur or any reference to a third party and without prejudice to any remedies PNB GILTS LTD may deem fit.

Yours faithfully,

Date:

Place:

Signature of the Authorized Person:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

**ANNEXURE 12**

**Minimum Eligibility Criteria Covering Letter (On Bidder's Letter Head)**

To,

Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Dear Sir,

**Reg: Minimum Eligibility for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

Having examined the Request for Proposal (RFP) Documents \_\_\_\_\_ dated \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, undertake that we fulfill the Minimum Eligibility Criteria requirements.

We further undertake to state that we have enclosed / submitted all the necessary documents and details as per the "Minimum Eligibility Criteria" requirements of the said RFP.

Yours faithfully,

Signature of the Authorized Person:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

Date:

Place:

RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND  
SWITCHES  
**ANNEXURE 13**

**Scope of work for supply, installation and maintenance of servers, storage, OS, virtualization and switches**

The broad categories of the activities that are to be carried out “**for supply, installation and maintenance of servers, storage, OS, virtualization and switches**”: 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:

4 servers, storage (1) and Switches (2) & Operating systems are to be delivered to the Head Office in Delhi, and 4 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 VMs.
- 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.

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

- 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 **WITHOUT ANY ADDITIONAL COST TO THE COMPANY**.
  - 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.

**Date:**

**Place:**

**Signature of the Authorized Person:**

**Name of the Authorized Signatory:**

**Designation:**

**Name of the Organization:**

**Seal:**

**ANNEXURE 14**

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

To,  
Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

Dear Sir,

**Sub: Commercial Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION 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,

Date:

Place:

Signature of the Authorized Person:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES  
Commercial Proposal bid Format (On Company Letter Head)**

**Commercial Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS,  
STORAGE, OS, VIRTUALIZATION AND SWITCHES**

<b>ITEM</b>	<b>Make/ PART No./ Model no.</b>	<b>Unit rate (Excl. of Taxes) in Rs.</b>	<b>No of units</b>	<b>TOTAL PRICE (Exclusive of Taxes) in Rs.</b>
Servers with Five years comprehensive warranty Locations: DC Delhi (Qty:4) & DR Mumbai (Qty:4)			8	
Storage 20 TB usable space in DC & DR with Five years comprehensive warranty			2	
Network Switch 2 for DC & 2 for DR with Five years comprehensive warranty			4	
<b>Total Hardware Cost (A)</b>				
OS –Microsoft Windows standard 2025 server 16 Core license for DC & DR			16	
Microsoft Client Access License			60	
<b>Total Software/License Cost (B)</b>				
One-time installation configuration and AD Migration Charges from the existing to the new at DC and DR			1	
<b>Total Implementation Cost (C)</b>				
AMC of Hardware post warranty for the period of two years				
a) For Hardware 6th Year			1	
b) For Hardware 7th Year			1	
c) For Software/License 6th year			1	
d) For Software/License 7th year			1	
<b>Total AMC Cost (D)</b>	<b>GRAND TOTAL</b>			

Date:

Signature of the Authorized Person:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal:

**Please Note: Sum of prices at A, B and C above shall be considered for selection of L1 bidder. Prices quoted for AMC i.e. D, shall not be considered for evaluation of L1.**

RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES  
**Annexure 15 Certificate of Local Content**  
**(To be submitted on the letter head of the Bidder)**

To,  
Head IT/CTO  
PNB GILTS LTD,  
5, Sansad Marg,  
4<sup>th</sup> Floor, New Delhi- 110001

**REG.: RFP Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION 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:**

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**

**Annexure 16 - Proforma for Integrity Pact**  
**(To be submitted on the letter head of the Bidder)**

To,

Head IT/CTO  
PNB GILTS LTD, 4<sup>th</sup> Floor,  
5, Sansad Marg,  
New Delhi- 110001

Dear  
Sir/Madam(s),

**Reg.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION 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 signed by 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.

**RFP FOR PROCUREMENT, SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS AND SWITCHES**  
**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: -
  - 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.
  - 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.
  - The PNB GILTS Ltd. will exclude from the process all known prejudiced persons.
  - 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:

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- 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.
  - 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.
  - 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.
  - 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.
  - 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.
2. 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.
3. 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**

- 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.
- If the PNB GILTS Ltd. has terminated the contract according to Section 3, or the PNB

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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

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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. For winning bidder, the contract will expire after 12 months post the final payment made 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.

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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.)  
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/CTO  
PNB GILTS LTD,  
5 Sansad Marg,  
4th Floor, New Delhi – 110001

Sir

**REG.: RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION 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 empaneled, 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 non-compliance 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

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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 labor, 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.
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.

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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 18 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/ Companys.
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 AND MAINTENANCE OF SERVERS AND STORAGE in any of the earlier contracts with any Company/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**

**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 \_\_\_\_\_ 2026, 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 PARTY

**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,

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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

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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:

- c) 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,
- d) 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;
- e) 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.
- f) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- g) 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

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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..

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- (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

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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 no enforcement 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 Limited  
Authorized Signatory  
Shri \_\_\_\_\_  
Designation \_\_\_\_\_

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**Annexure 19 - MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)**

(To be provided on the Letter head of each OEM duly signed & stamped by their Authorized Signatory.)

To

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

Sir,

**Reg.: RFP Proposal for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES**

We hereby submit the following: -

We, M/s \_\_\_\_\_ who are the established and reputable manufacturers of the following products/equipment/components/devices/solution/services (as per table A below) having factories at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (who is the successful bidder submitting its bid pursuant to the Request for Proposal issued by PNB Gilts) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

**Table-A**

<b>Sl. No.</b>	<b>Products/Component s/Devices/Solution/E quipment/Services Name</b>	<b>Model No.</b>	<b>Products/Components/Devices/Soluti on/Equipment/Services conforms to all the technical specifications and requirements mentioned in this RFP</b>

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the product/equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. We also hereby undertake to perform the obligations as set out in the RFP in respect of such product/equipment and services.

In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to PNB Gilts, terminates contract due any reasons with PNB Gilts or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new

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components / parts / assembly / software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

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**Annexure 20 – Proforma for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

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

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after

Called 'bidder') wish to participate in the said bid for RFP for SUPPLY, INSTALLATION AND MAINTENANCE OF SERVERS, STORAGE, OS, VIRTUALIZATION AND SWITCHES. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to PNB Gilts (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ (Name of Company) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by PNB Gilts, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

This Bank guarantee shall be valid up to \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on

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this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_

**Date:**

**Place:**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Contact No:**

**Seal of Company:**

**Annexure 21 - Bidder's Unconditional Undertaking Letter**

(On the Letterhead of the Bidder)

Ref. No.:

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

**Reg: Unconditional undertaking regarding Annual Maintenance Contract (AMC) charges for hardware against Tender Reference No. dated.**

Dear Sir/Madam,

With reference to our bid against the above-referred Tender for the supply of hardware, we hereby unconditionally agree and undertake the following:

1. We confirm that the hardware supplied under the resultant purchase order will have a comprehensive warranty period of five (5) years from the date of final acceptance/installation.
2. We acknowledge that PNB Gilts Limited has the sole option to enter into an Annual Maintenance Contract (AMC) for an additional period of two (2) years immediately following the expiry of the five-year warranty period.
3. We unconditionally agree that, should PNB Gilts Limited decide to exercise this option, the AMC charges for the entire additional two-year period will be as per the rates submitted in the commercial bid of the items being maintained.
4. We assure that these AMC rates will be applicable for both the sixth (6th) and seventh (7th) years post-warranty, without any escalation or deviation from the agreed percentage range.
5. We agree that this unconditional undertaking is a binding part of our bid and the subsequent contract, and any failure to comply with this clause will be subject to penal action as deemed fit by PNB Gilts Limited.

We certify that all information furnished in our bid and this undertaking is true and correct.

Yours faithfully,

Signature of the Authorized Signatory:

Name:

Designation:

Company Seal:

Place:

Date:

**Annexure 22 - Non-participation of related entities Letter**

(On the Letterhead of the Bidder)

To,  
Head IT/CTO  
PNB GILTS LTD,  
5 Sansad Marg,

4th Floor, New Delhi – 110001

**Reg:** Undertaking regarding the non-participation of related entities in the bid process for Tender Name/Subject vide Tender Reference No. Dated.

Dear Sir/Madam,

In reference to the aforementioned Tender document and our participation in the bid process, we hereby solemnly affirm, declare, and undertake the following:  
We confirm that we have read, understood, and agreed to all the terms and conditions outlined in the Tender document, including the conflict of interest clauses.

We hereby declare that neither our company nor any of the following related entities have submitted a separate bid, either directly or indirectly, for the same tender process:

1. Any subsidiary company(s);
2. Any associate company(s);
3. Any holding company(s);
4. Any company(s) having common director/s with our company;
5. Any company(s) within the same group of promoters/management as our company;
6. Any partnership firm(s) or LLP(s) having common partners with our company.

We confirm that our submission is an independent bid and that we are acting in compliance with the ethical guidelines and integrity pact (if applicable) associated with this procurement process.

We understand and agree that if this declaration is found to be false or incorrect at any stage of the procurement process or after the award of the contract, our bid may be summarily rejected, or the contract terminated, and we may be subject to blacklisting or other penal actions as deemed fit by PNB Gilts Limited.

We certify that all information provided in this undertaking is true and accurate to the best of our knowledge and belief.

Yours faithfully,

Signature of the Authorised Signatory

Name:

Designation:

Company Seal:

Place:

Date:

**Annexure 23 - Format for Undertaking on Same-OEM**

(On the Letterhead of the Bidder)

Ref. No.:

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

**Reg:** Undertaking regarding the use of a single OEM for both Server, Storage hardware and Switches quoted for Tender Reference No. dated.

Dear Sir/Madam,

In reference to the aforementioned Tender document for the supply of IT hardware and our submitted bid, we hereby solemnly affirm, declare, and undertake the following:

1. We confirm that we have read, understood, and agreed to the tender condition which mandates that both the Server hardware and the Storage hardware quoted must be sourced from the *same* Original Equipment Manufacturer (OEM).
2. We hereby confirm that the Server hardware quoted in our proposal is manufactured by:  
\_\_\_\_\_.
3. We hereby confirm that, the hardware quoted in our proposal is also manufactured by the same OEM mentioned above.
4. We assure PNB Gilts Limited that the proposed solution maintains a single point of responsibility for hardware compatibility, warranty, and support concerning the integrated server and storage infrastructure.
5. We understand and agree that if this declaration is found to be false or incorrect at any stage, our bid may be summarily rejected, or the contract terminated, and we may be subject to penal actions as deemed fit by PNB Gilts Limited.

We certify that all information provided in this undertaking is true and accurate to the best of our knowledge and belief.

Yours faithfully,

Signature of the Authorised Signatory

Name:

Designation:

Company Seal:

Place:

Date: