

**EXPRESSION OF INTEREST FOR APPOINTMENT OF TELECOM
SERVICE PROVIDER FOR:**

- **SUPPLY, COMMISSIONING & MAINTENANCE OF WIDE AREA NETWORK LINKS and INTERNET LEASE LINES**
- **SUPPLY, INSTALLATION AND COMMISSIONING OF LAN/WAN DEVICES**
- **EMPANELMENT OF ELIGIBLE TELECOM SERVICE PROVIDERS FOR THE PERIOD OF CONTRACT**



RFP NO:132016

Dated: 28 /12/2016

Bank of Maharashtra

Lokmangal, 1501,

Shivajinagar

Pune

Maharashtra 411005

Table of Contents:

INVITATION FOR EOI OFFERS:	3
THE PURPOSE OF THIS EXPRESSION OF INTEREST (“EOI”)	3
PRE-BID MEETING	3
IMPORTANT DATES & INFORMATION REGARDING BID COLLECTION AND SUBMISSION:	3
1 BANK PROFILE	5
A. CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT	5
2 BROAD SCOPE OF THE EOI	6
3 OBJECTIVE OF EXPRESSION OF INTEREST:	7
4 PRE REQUISITES FOR THE LINKS	8
5 SCOPE OF WORK	8
A. SUPPLY, COMMISSIONING AND MAINTENANCE OF LINKS:	8
B. SUPPLY, INSTALLATION AND MAINTENANCE OF THE LAN/WAN NETWORK EQUIPMENTS	9
C. BACKHAUL LINKS	9
D. SUPPORT	9
E. EMPANELMENT	9
6 ELIGIBILITY CRITERIA	10
7 EVALUATION OF EOI	12
7.1 EVALUATION PROCESS	12
7.2 BID SUBMISSIONS	13
7.2.1 <i>General Terms of Bid Submission</i>	13
7.3 SEALING AND MARKING OF BIDS	14
7.4 AMENDMENTS TO EOI	15
8 CONFIDENTIALITY	15
9 OTHER TERMS AND CONDITIONS	15
10 CONTACT DETAIL	16
11 ANNEXURE – 1: BIDDER PROFILE	17
12 ANNEXURE – 2: CREDENTIALS	19
13 ANNEXURE – 3 : CONFIRMATION OF SOFT COPY	20
14 ANNEXURE – 4 : PRE CONTRACT INTEGRITY PACT	21
15 ANNEXURE – 4 : FORMAT FOR RAISING QUERIES FOR PRE-BID MEETING	28
FORMAT A01: FORMAT FOR SPECIFIC QUERIES RELATED TO EOI 132016	28
FORMAT A02: FORMAT FOR GENERAL QUERIES NOT RELATED TO EOI 132016	28

Invitation for EOI offers:

Bank of Maharashtra invites Expression of Interest (EOI) proposals (Technical Bids) for Appointment of Telecom Service Providers for Supply, Implementation and Maintenance of Wide Area Network Links, Internet Links , Network Communication Devices and empanelment of eligible bidders for the period of contract, from eligible bidders satisfying the eligibility criteria set out in Section 6 of this document.

The purpose of this Expression of Interest (“EOI”) is solely to enable Bank of Maharashtra (“Bank”) in defining the requirements for Appointment of Telecom Service Providers for Supply, Implementation and Maintenance of Wide Area Network Links, Network Communication Devices and empanelment of eligible bidders for the period of contract.

No contractual obligation on behalf of Bank of Maharashtra whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized officers of Bank of Maharashtra and the bidder.

The Bank may modify any / all of the terms of this EOI and shall be entitled to invite “Expression of Interest (EOI) from select eligible bidders. The EOI will provide the detailed scope of work.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs.10000/- (Rs. Ten Thousand only) by demand draft / banker’s cheque in favour of Bank of Maharashtra and payable at Pune.

Pre-Bid Meeting – For the purpose of clarification of doubts of the bidders on issues related to this EOI, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the EOI. Those who are interested to attend Pre-Bid Meeting required to purchase EOI document by depositing Rs.10,000/-.The queries as per format specified in Annexure - 15 should reach in writing as per EOI schedule, on the address as mentioned below or by mail on following mail Id – Keshav.metkar@mahabank.co.in, abhishek.sharma@mahabank.co.in under copy to agmitd@mahabank.co.in and cmentworks@mahabank.co.in.

Important Dates & Information regarding Bid Collection and Submission:

EOI Reference number	132016
Price of EOI Copy	Rs.10,000/-
Date of commencement of sale of tender document	28/12/2016
Last Date of sale of EOI document	21/01/2017 up to 13.30 hours
Queries to be mailed by	04/01/2017 to email address:
Pre-Bid meeting with Bidders	07/01/2017 at 15.30 hours
Last Date and Time for receipts of tender offers	21/01/2017 up to 14.00 hours
Time and Date of Opening of technical bids	21/01/2017 at 16.00 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005



Address of Communication	As above
Contact Telephone Numbers	Phone : 020 - 25641423

Please Note - If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.

Tender offers incorporating the eligibility criteria will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the above-specified date, time and place. Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

**General Manager
Information Technology**

1 Bank Profile

Bank of Maharashtra is a Nationalized Bank with a standing of 79 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office.

The Bank has 1900 + branch offices and 1800 + ATMs across the length and breadth of the country. In the State of Maharashtra, the Bank has 1000 + branch offices, the largest network of branches by any Public Sector Bank in a State. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, Agriculturists and Importers & Exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, bancassurance business, mutual funds and other services like Demat, ASBA, lockers and merchant banking etc.

The Bank is known as a frontrunner in implementation of technology initiatives.

A. Current High Level Technology Environment

Bank of Maharashtra has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- Payment systems like NEFT, RTGS, SWIFT, CTS, etc
- Anti Money Laundering solution
- Alternate delivery channels like ATM, Telebanking, SMS Banking, Mobile Banking, Internet Banking
- Security Operations Centre
- Automated Data Flow
- Own ATM Switch & 1846 ATMs
- A Two Factor Authentication Solution ‘Mahasecure’ for Internet Banking
- Mobile Banking Solution
- UPI Application
- Contact Centre
- Centralized Liabilities Processing Centre in Pune
- Mail Messaging System

After the regular tendering process and evolution of several solution vendors, Bank of Maharashtra partnered with M/s TCS for implementation of the Core Banking Solution. A centralized and cohesive technology platform to support rapid product introduction, streamlined operations, increased scalability and true flexibility across banking operations, driving down costs and governance issues, was key to the bank's transformation strategy and assured Bank of Maharashtra of all this and more.

The bank has already deployed various IT applications / products like Core Banking, Internet Banking, Own ATM Switch with 1846 ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure etc. In addition to these, the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

2 Broad Scope of the EOI

This Request for Expression of Interest ("EOI") is for Appointment of Telecom Service Providers for Supply, Implementation and Maintenance of Wide Area Network Links, Internet Links, Network Communication Devices and empanelment of eligible bidders for the period of contract for following locations:

1. Existing Branches
2. ATM Locations
3. Zonal Offices
4. Head Office
5. Project Management Office
6. Data Center
7. Disaster Recovery Center
8. Near Site
9. Locations hired for carrying out business operations not falling in above categories
10. Any new locations that may come up in future, during the contract period

Bank has established its Wide Area Network using MPLS VPN Network and has appointed Bharat Sanchar Nigam Ltd as its primary telecom service provider in partnership with MTNL Mumbai, MTNL Delhi and Trimax IT Infrastructure & Services Ltd.

As a plan of risk mitigation, Bank now intends to build redundant Wide Area Network Setup by appointing additional service providers other than BSNL & MTNL for enhancing network uptime of its business units located throughout the country.

Bank also intends to empanel all the telecom service providers found eligible after completion of EOI Process to reduce the procurement time. Bank may also consider the non-eligible telecom service providers if eligible service providers are unable to deliver the links at locations identified by Bank.

Apart from legacy technologies (like MPLS) and last mile options (like RF, FIBER, COPPER etc) Bank also intends to explore new technologies available with service providers to fulfill its link requirements securely.

3 Objective of Expression of Interest:

In the year 2006 Bank decided to implement the Core Banking Solution (CBS) and accordingly Wide Area Network (WAN) was setup using Point to Point links (P2P) through Network Aggregations Points (NAP). In the year 2012, Point to Point network was migrated to BSNL MPLS VPN considering its advantages and cost benefits. Presently, all the branches are migrated to BSNL MPLS except for few critical links which were continued due to architectural requirements. In all, Bank has 1400 + Links for supporting its offices/Branches/ATM etc.

Bank has also utilized VSAT technology for offering connectivity to its remote branches. Presently, Bank is using 700 + VSAT from M/s HCL Comnet Ltd out of which 540 VSAT are used for offering primary connectivity to its branches.

Recently, Bank conduct a Proof of Concept (PoC) for implementing Additional Service Provider (ASP) in its WAN Setup and now has decided to appoint additional service provider other than BSNL/MTNL for its WAN Requirements.

Apart from branch connectivity, Bank also intends to opt for cost effective and easy to deploy connectivity solution for following:

1. ATMs,
2. E-Lounges
3. Traveling users etc (Optional)

Bank also intends to procure:

1. Point to Point Links of high bandwidth
2. Internet Links with DDOS mitigation service.
3. Wireless Last Mile Solutions
4. Any new technologies available with bidder which would meet the requirements of Bank

Bank would like to appoint service provider who would help Bank in end to end implementation of above Network services in phased manner. Though Bank would like to cover all the branches for providing additional service provider, Bank would progress in phased manner for implementation of link at sole discretion of Bank. The Telecom Service Provider would be responsible for providing following services:

Supply, Commission and Maintain:

1. MPLS Links
2. Point to Point Links
3. Internet Links with DDoS Prevention
4. MPLS Over Wireless Solution like CDMA/3G/4G/RF/VSAT
5. Primary Rate Interface Links (Voice and Data) - Optional
6. Devices required to support/Terminate above links and connect office users
7. Any new technologies available with bidder which would meet the requirements of Bank

4 Pre requisites for the Links

The Bank has setup its Data Centre in Pune and Disaster Recovery Centre (DRC) in Hyderabad. Bank has also established its Near Site Data Centre (NDC) at Pune.

The Bank has implemented GETVPN GRE tunnel from all branches/offices to Data Centre and DR Site, for securing financial applications data on the network.

The Bank has also implemented Unified Communication (UC) system and Video Conference system, which is running on the same network. Bank has 33 Zonal Offices which makes extensive use of Video Conferencing Solution for which links are procured through BSNL and Vodafone.

The Links proposed by Service Provider should be able to support following traffic:

1. Data
2. Video
3. GETVPN/IPSEC Compliant
4. All web and client –server based application
5. Voice over IP (VOIP)

The above traffic should be:

1. Encrypted as per requirement of Bank
2. The solution proposed should also be able to meet guidelines issued by RBI/Department of Telecommunication/any other government of regulatory agency regarding encryption of financial data to be transmitted over network.
3. Should meet the minimum performance parameters for latency, jitter and packet loss

The detailed parameters will be defined in the Request for proposal after discussion with bidders participating in Expression of Interest Process.

The equipments proposed by Service Provider should also be capable of integrating in current WAN environment of Bank or capable of offering all the features implemented in the current environment. If equipments proposed by SP are not compatible with existing equipments deployed in Bank environment, SP will have to deploy required infrastructure at Primary and Secondary sites with optimum redundancy and capacity.

While Bank has shared above information to help bidders to design and offer proven solution and technologies suitable for the Bank, Bank is also willing to explore new technologies available with bidders which are better and secure than existing solutions/technologies available in the market (eg. Technology better than MPLS)

5 SCOPE OF WORK

A. *Supply, Commissioning and Maintenance of Links:*

Service Provider will be required to supply, Commission and maintain the links at the

location identified by the Bank for period of contract. Bank will specify the type of link along with priority for last mile options. In the beginning, Bank would like to cover following locations:

1. Branches Running with VSAT as a primary Connectivity
2. Onsite ATM Locations
3. Critical Locations where better redundancy would be required
4. Point to Point Link between its Data Center and Disaster Recovery Center
5. Point to Point Link between its Data Center and Critical Offices
6. Internet Links with DDoS Mitigation Facility at its Data Center / DR Center
7. Any new location that may come up in future during period of contract

Above list is indicative and detailed list of location will be shared with eligible bidders when RFP is issued.

Bank expects that the bidder should design cost effective, secure and reliable solution based on best suitable technology for various locations of the Bank which will be discussed in depth with eligible bidders.

B. Supply, Installation and Maintenance of the LAN/WAN Network Equipments

Service Provider will be required to supply, install and maintain the network equipments like Modem, Router, and Network Switch for delivering links mentioned above. The equipments proposed by service provider should meet or exceed the Technical Specifications defined by the Bank during process of RFP. Presently, Bank is using Cisco 1905 Routers and Cisco 2960 switches in its branches, Bank may continue to procure branch network equipments on its own or may opt to procure equipments with similar or higher configurations from Service Providers as per its requirements on capex or opex model.

C. Backhaul Links

To support the MPLS Links defined above, Service Provider will be required to deliver Backhaul links with optimum redundancy as per the criteria's defined by the Bank and at locations defined by the Bank during the RFP Process.

D. Support

Service Provider should be able to provide dedicated staff at the locations decided by the Bank and criteria's defined in the RFP document. Bank may opt for link to be used in Unmanaged Mode/Managed Mode/ Partially Managed Mode. Bank would like to get the network equipments from Service Provider but would also like to manage the configurations through its existing facility management partner (TCS). Service Provider should have necessary mechanism in place to support these requirements.

E. Empanelment

Though Bank will appoint a one successful Service Providers after completion of EOI

Process, Other Service Providers found eligible during the process will be empaneled for the period of contract and Bank. Bank will call commercials from such bidders directly for any requirement related to Telecom Services. However, Bank reserves right conduct procurement outside of this empanelment and remove the bidders from empanelment list based on their response during period of contract.

6 Eligibility Criteria

The bidder participating in the EOI process should meet the following eligibility criteria in order to qualify for further process:

Sr No	Short Description of Eligibility Criteria	Supporting document required	Complied Yes or No
1	The bidder should be a company incorporated in India.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.	
2	The bidder must be a telecom service provider in India at least for the last 5 years having MPLS VPN / National Long Distance license/Internet Links.	Copies of the license to be provided along with self-attestation by the authorized signatory with company seal	
3	The bidder should be in operating-profit for at least two out of last three financial years i.e. 2013-14, 2014-2015 and 2015-2016	Audited Financial statements for the financial years 2013-14, 2014-2015 and 2015-2016	
4	The bidder should have own access network license for providing the last mile from the competent regulatory authority for providing terrestrial links in India. The certificate should have the validity of at least 5 years from the date of RFP.	Documentary Proof along with attested copy of the appropriate license (Unified access Service provider License license) to be submitted	
5	The Bidder should either be a layer 3 MPLS VPN Service Provider under the License of Government of India or a National Long Distance (NLD) / Basic Service Operator having own MPLS VPN network.	Documentary Proof along with attested copy of the appropriate license to be submitted	
6	The Bidder should have valid certifications (ISO 9001:2008 or ISO 27001 or BS7799 or TL-9000) for its Network infrastructure.	Copies of certificate	
7	Bidder should have installation of at least 500 MPLS based links to connect branches within India.	Customer Credential Letters	
8	The Bidder should have executed minimum 3 orders each of 500+ network installations (links) in India in the last 7 years.	Documentary proof in compliance of the same with details of award of contract.	
9	The Bidder should have their own	Documentary Proof of order /	



	24X7X365 Network Operation Centre (NOC) in India for monitoring / maintenance of MPLS network with toll free number call logging facility in India. The NOC should be in existence for last 3 years.	contract copy / Undertaking in case of owned NOC	
10	Bidder should have 100+ POPs (Layer 3) across India. TSP should have dual MPLS POP"s in Mumbai, Pune and Hyderabad and they should not be located in the same location. Dual PE would also be acceptable for Mumbai and Hyderabad if Dual POP is not present but last miles should be from different path or service provider.	Letter of confirmation along with details of NOC to be submitted	
11	The Service Provider should support at least four classes of service on their MPLS Backbone to support applications such as Voice Over IP (VOIP), Video Conferencing, Business Critical Applications, Best Effort applications. IPSEC/GETVPN and IPv6 compliant features	Letter of confirmation	
12	The bidder should not have been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered	Letter of confirmation	
13	The SP Should have Sales Tax/ VAT registration	Copies of certificate	
14	Adoption of Integrity Pact	Integrity Pact executed by authorized person on tamp paper Rs. 500/-	

Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure -4** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<p>Shri. Nilmoni Bhakta Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com</p>	<p>Shri. Madan Lal Sharma Address - K-23, Jangpura Extention New Delhi Email - ml.sharma1965@yahoo.com</p>
---	---

7 Evaluation of EOI

7.1 Evaluation Process

The evaluation process for the Solution at Bank of Maharashtra will be a two-step process. The desktop evaluation of the EOI will be conducted first.

The proposals will be evaluated based on the eligibility criteria as mentioned above and such short-listed bidders have to provide presentation/demonstration of their proposed

services / solutions at the Bank's Head Office at Pune at their own cost duly mapping their solution with the points stated above as well as on the followings: -

- ◆ Background of the bidder
- ◆ Supply, installation and commissioning capabilities for the Project.
- ◆ Technical Architecture and specifications for equipments proposed
- ◆ Experience in implementing the solution in other Bank
- ◆ Implementation methodology

The Bank team may visit service providers Support/NOC Centers preferably located in Pune and bidder may deliver above presentation during such visit. However, Bank's decision regarding venue for presentation will be final and binding on all bidders.

On the basis of Bidder's Qualification Criteria, capability demonstration, its compatibility, bidder's capability to meet the Bank's stipulated terms and conditions, experience in earlier implementation of proposed solution in banks and other leading institutions, a list of short listed bidders will be prepared for the purpose of issuing Request for Proposal (RFP) and for further process. The short-listed bidders would be advised to submit the final technical and commercial offers as per terms of the RFP. The details of technical and commercial evaluation criteria shall be provided as a part of the RFP.

The bidders need not provide any commercial proposal along with the response to this EOI.

7.2 Bid Submissions

7.2.1 General Terms of Bid Submission

- A. The offers should be made strictly as per the formats enclosed. (All documents should be filed and Bank may reject the bids with loose paper. Only EMD, Integrity Pact Agreement and Original Copy of RFP be filed and kept separate.
- B. The Bidder should bear all the costs associated with the preparation and submission of their bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Each bidder should submit not more than one expression of interest. Bids submitted after the stipulated time will not be accepted.
- C. Two copies of the bid are to be submitted, one in original and the other in copy. The Bidder shall also provide a softcopy of the bid in MS-Word formats on a CD duly super scribed with EOI's reference and Bidder's name. The Bidder needs to provide an undertaking in the format "Annexure - 3" on the veracity of soft copy submitted along with the Hard copy.
- D. The bid should be signed by the Bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign

the expression of interest documents and bind the bidder. All pages of the expression of interest documents except brochures if any are to be signed by the authorized signatory.

- E. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the Bidder. In such cases, the person/s signing the bid should initial such corrections.
- F. The offers submitted to Bank should not bear any corrections, alterations, over writings and additions in hand writing.
- G. The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- H. No columns of the expression of interest should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given above, are liable for rejection. Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason whatsoever.
- I. The expressions of interest will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of EOI. Only two representatives will be allowed to represent any bidder. In case the bidder's representative does not present at the time of opening of bids, the quotations/bids will still be opened at the scheduled time at the sole discretion of the Bank.
- J. All responses should be in English language. All responses by the Bidders to this Request for Expression of Interest document shall be binding on such Bidders for a period of 180 days from the date of opening the EOI.
- K. Bidders are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response.
- L. The original and all copies of bids shall be typed or printed in a clear typeface. Copies may be good quality photocopies of the original. An accompanying letter is required, signed by an authorized signatory of the Bidder, committing the bidder to the contents of the original response.
- M. Bank will not be responsible for any delay due to postal service or any other means.

7.3 Sealing and Marking of Bids

- A. The offer should be submitted in sealed covers containing the response to the EOI super scribed with Tender Reference No & Name.

- B. There shall be No commercial bid to be provided as a response to the EOI.

7.4 Amendments to EOI

- A. Amendments to the EOI Document may be issued by the Bank for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, prior to the deadline for the submission of bids.
- B. The amendments will be posted on Bank's web site and will be binding on all the bidders.
- C. From the date of issue, amendments to Terms and Conditions shall be deemed to form an integral part of the EOI.
- D. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the deadline for submission of bids.

8 Confidentiality

Bidder agrees that all information gathered from the Bank including oral enquires, letters, documents, emails, presentations, interactions, technical documentation, discussions with Bank's service providers and documents gathered from Bank's service providers etc. related to the Bank's business and other information are to be treated as confidential information of the Bank.

The Bank would insist on signing a Non-Disclosure Agreement with the bidders who further qualify for the RFP stage.

Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may pre-maturely terminate the contract and initiate any legal action as deemed fit.

9 Other Terms and Conditions

- A. This EOI document is the property of the Bank and this can not be copied or used in any other manner except for the purpose of responding to this expression of interest notice or without written permission from the Bank.
- B. All the documents submitted along with bids shall also become the property of the Bank and retained by the Bank unless otherwise specifically mentioned.
- C. The bidder should mention whether he is having any contractual obligation presently with the Bank, its status and any conflict of interest has arisen in such contractual



obligation.

- D. Bank reserves its right to add/modify/delete any other activities which are relevant to the Bank's requirement during the course of technical presentation or capability demonstration.

10 Contact detail

Offers should be addressed to the following office at the address given below:

Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office, "Lokmangal"
1501, Shivaji Nagar
Pune – 411005

For any queries, please contact following person

- Sanjeeb Nayak Email ID – agmitd@mahabank.co.in, Ph – 020 25614411
- Keshav Metkar Email ID – keshav.metkar@mahabank.co.in, Ph- 020 25614423

11 Annexure – 1: Bidder Profile

Bidder Profile

Description	Details
The registered name of the Bidder	
Bidder's registered address	
Bidder's Address for Correspondence	Address: STD- Phone: e-mail Id: FAX No:
Contact name of the official who can commit on the contractual terms and the name of an alternate official who may be contacted in the absence of the former	Primary Contact: Name: Designation: STD- Phone No: Mobile Phone : e-mail ID : Alternate Contact: Name : Designation: STD- Phone No: Mobile Phone : e-mail ID :
Contact addresses if different from above	
Business Structure	
Constitution	
Names of Directors	
Organization Structure	



Description	Details	
Core Business		
Strengths of Bidder		
Organization is In existence from how many years		
Details of assignments where the bidder has delivered or delivering similar services as requested in EOI		
Net Profit of the Organization for last 3 Years	Financial Year	Profit in Lakhs
	2013-14	
	2014-15	
	2015-16	
	Audited Balance Sheet and Profit & Loss Statements to be enclosed.	
Turnover of the Organization for last 3 Years	Financial Year	Turnover in Lakhs
	2013-14	
	2014-15	
	2015-16	
	Audited Balance Sheet and Profit & Loss Statements to be enclosed.	
Total Number of employees in India		
Major support Centre's with locations in India		
Bidder has a support office/Centre at Pune		

Authorized Signatory with Seal

Date:

Place:

12 Annexure – 2: Credentials

(Give details of clients for implementation of services requested in EOI, Use below format for each client)

Description	Details
Name of the client	
Total Number of locations of client covered for implementation	
Type of Locations covered under client for implementation	
Project Name	
Project Location	
Address of Client	
Client contact details (names and contact Numbers and email)	
Project Start Date	
Current Status of the Project	
Duration of project in years	
Project End Date	
Brief on the Scope / coverage:	

Authorized Signatory with Seal

Date:

Place:



13 Annexure – 3 : Confirmation of Soft Copy

To
The General Manager
Bank of Maharashtra,
IT Department,
3rd Floor, “Lok Mangal”
1501, Shivaji Nagar,
Pune-411005

Dear Sir,

Sub: EOI – Wide Area Network Service and Solution

Further to our proposal dated, in response to the Request for Expression of Interest (Bank’s EOI Ref No. - Dt. Hereinafter referred to as “EOI”) issued by Bank of Maharashtra (“Bank”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the EOI and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name

14 Annexure – 4 : PRE CONTRACT INTEGRITY PACT

(to be executed on RS 500 Stamp Paper)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said Equipment/**product/services** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:



Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
 - 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or



- inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
 - 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
 - 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.



The term 'relative; for this purpose, would be as defined in Section 6 of the Companies Act 1956

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. 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 in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
- 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.



6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required:-

- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in



the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions:

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

12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

IT Department Bank of Maharashtra

(Office Seal)

Place _____

Date _____

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____



15 Annexure – 4: Format for raising queries for pre-bid meeting

Format A01: Format for Specific Queries Related To EOI 132016

Query format for Pre-Bid Queries: Specific queries related to EOI 132016 Document

EOI 132016	Bidder's Name:				
Sr.No	Page #	Section #	Main Section Name	Clarification Point as stated in the EOI 132016 document	Comment/Suggestion/Deviation
1					
2					

Format A02: Format for General Queries Not Related to EOI 132016

Query format for Pre-Bid Queries: General queries NOT related to EOI 132016 Document

RFP 132016	Bidder's Name:	
Sr.No	General Query Related to EOI 132016	Comment/Suggestion/Deviation
1		
2		

End of Document